



COR/2025/02581-001

August 7, 2025

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 (Our File #: TI/039/2025)

On March 18, 2025, the Department of Transportation and Infrastructure received your request for access to the following records:

All information regarding St. Clare's hospital replacement including correspondence from January 21, 2025, to present.

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Infrastructure to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the **Access to Information and Protection of Privacy Act, 2015** (the Act):

Section 29(1)(a): *The head of a public body may refuse to disclose to an applicant information that would reveal advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;*

Section 30(1)(a) and (b): *The head of a public body may refuse to disclose to an applicant information (a) that is subject to solicitor and client privilege or litigation privilege of a public body; or (b) that would disclose legal opinions provided to a public body by a law officer of the Crown.*

Section 31(1)(l): *The head of a public body may refuse to disclose information to an applicant where the disclosure could reasonably be expected to reveal the arrangements for the security of property or a system, including a building, a vehicle, a computer system or a communications system;*

Section 34(1)(a)(ii) and 34(1)(b): *The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to (a) harm the conduct by the government of the province of relations between that government and the following or their agencies: (ii) the council of a local government body; (b) reveal information received in confidence from a government, council or organization listed in paragraph (a) or their agencies.*

Section 35(1)(d): *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose information, the disclosure*

of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

Section 35(1)(f): *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;*

Section 35(1)(g): *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body;*

Section 40(1): *The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.*

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible (please see below):

Page Number	Section of ATIPPA, 2015
79, 461, 462-463, 467	Section 30(1)(a) and (b) – Legal Advice
171-175, 176-177, 178-183, 184, 207-234, 235, 236-237, 262-392, 393-394, 395-396, 400-402, 403, 404-406, 410, 411-412, 437-439, 440	Section 30(1)(a) – Legal Advice

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:



Office of the Information and Privacy Commissioner
4th Floor, Beothuck Building
20 Crosbie Place
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Email: commissioner@oipc.nl.ca

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that this request may be published on the [Completed Access to Information Requests](#) website. Requests will be posted when possible, but no sooner than three business days after a response is sent electronically, or five business days where a response is sent by mail. Please note that requests for personal information will not be posted online. Additional details regarding the process for publishing requests online can be found [here](#).

If you have any further questions, please contact me by email at ATIPP-TI@gov.nl.ca.

Sincerely,

Brittany Rego
ATIPP Coordinator

Access or correction complaint

42.(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45(2).

From: Carroll, Michael
Sent: Thursday, March 6, 2025 9:59 AM
To: Bursey, Robyn
Subject: FW: Kenmount Crossing Transfer and Plan View
Attachments: TRANSFER FFA to TI Kenmount Crossing St Johns.pdf, TRANSFER FFA to TI SCHEDULE B Kenmount Crossing St Johns.pdf

From: Parsons, John W <johnwparsons@gov.nl.ca>
Sent: Thursday, March 6, 2025 9:58 AM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: Kenmount Crossing Transfer and Plan View

Please see attached for TAC.

Regards,
John Parsons

Property Acquisition Officer
Department of Transportation and Infrastructure
Government of Newfoundland and Labrador
PO Box 8700, St. John's, NL A1B 4J6
(709) 729-0800
JohnWParsons@gov.nl.ca

NO. 163178

TRANSFER

ADMINISTRATION & CONTROL OF CROWN LAND TO THE HONOURABLE THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

Under the Provisions of Subsection 54 of the *Lands Act*, 1991, His Majesty the King in Right of Newfoundland and Labrador represented herein by the Honourable the Minister of Fisheries, Forestry and Agriculture for the Province of Newfoundland and Labrador (the "Minister") does hereby **ORDER THAT** the administration and control of land situate at **St. John's**, as more particularly described in Schedule A, annexed hereto, and Special Plan No. 585 which is registered at the Registry of Crown Titles, are hereby transferred to the Honourable the Minister of Transportation and Infrastructure subject to the following conditions:

- (1) the land shall at all times be used for healthcare infrastructure.
- (2) if and as soon as the said land ceases to be used for the purpose mentioned in (1) above, the administration and control there of shall be transferred back to the Minister for the sum of **\$1.00** provided the land has been restored to its original condition or to a condition satisfactory to the Minister and confirmed in writing by the Minister under the authority of Section 55 of the *Lands Act* aforesaid

IN WITNESS WHEREOF the Minister for the Province of Newfoundland and Labrador has hereunto subscribed his or her hand and the Seal of the Department of Fisheries, Forestry and Agriculture has been hereunto affixed on the 17 day of February A.D. 2005.

SIGNED AND SEALED

by the Minister of Fisheries, Forestry and Agriculture and
the Seal of the Department of Fisheries, Forestry and Agriculture
was hereunto affixed in the presence of:

s. 40(1)

[Redacted Signature]

Witness

BEVERLEY PENNEY
A Commissioner for Oaths
in and for the Province of
Newfoundland and Labrador.

s. 40(1)

[Redacted Signature]

Minister

SCHEDULE 'A'

ALL that piece or parcel of land situate and being on the Northwestern side of Kenmount Road, at St. John's, Newfoundland and Labrador and being bounded and abutted as follows, that is to say:

BEGINNING at a point Northwest of a Kenmount Road, said point having coordinates of North 5 267 279.567metres and East 318 792.336 metres in the Modified Three Degree Transverse Mercator Projection [NAD83 Original] for the province of Newfoundland and Labrador, Zone One;

THENCE running along the land of H3 Development Ltd. (Crown Land Volume 330 Folio 35), South fifty-nine degrees eleven minutes zero zero seconds West (S 59°11' 00" W), a distance of thirty decimal zero seven four (30.074) metres;

THENCE turning and running along the land of H3 Development Ltd. (Crown Land Volume 330 Folio 35), along the land formerly of James R. Hayes (Crown Land Volume 46 Folio 126) now of H3 Development Ltd. (registration numbers 839635 and 839633), and along the land formerly of Thomas J. Freeman (Crown Land Volume 106 Frame 18) now of Bell Aliant Regional Communications L.P. (as surveyed by Hawco King Renouf in June 2008), South fifty-nine degrees thirty-seven minutes thirty seconds West (S 59°37' 30" W), a distance of seven hundred fifty-seven decimal three eight zero (757.380) metres;

THENCE turning and running along the land formerly of Linda and Peter King (Quieting of Titles number 1989 St. J. No. 1568, Roll 707 Frame 1576) now of Paradise Properties Limited (registration number 526845), North twenty-seven degrees zero four minutes thirty-seven seconds West (N 27°04' 37" W), a distance of two hundred zero six decimal four five four (206.454) metres; thence North seventy degrees fifty minutes zero zero seconds West (N 70°50' 00" W), a distance of three hundred thirty-three decimal seven five three (333.753) metres;

THENCE turning and running along the land formerly of Robert Squires (Crown Land Volume 112 Folio 130) now of Paradise Properties Limited (registration number 299), North seventy degrees fifty-one minutes zero seven seconds West (N 70°51' 07" W), a distance of one hundred decimal four seven zero (100.470) metres;

THENCE turning and running along the land formerly of Principal Holdings Limited (Crown Land Volume 277 Folio 14) now of Paradise Properties Limited (registration number 142259), North seventy degrees fifty-one minutes thirty-one seconds West (N 70°51' 31" W), a distance of three hundred thirty-six decimal eight one five (336.815) metres;

THENCE turning and running along the land formerly of Frederick Jefferies (Crown Land Volume 92 Folio 191) now of Paradise Development Corporation (Roll 1390 Frame 768), North nineteen degrees fifty-nine minutes forty-three seconds East (N 19°59' 43" E), a distance of two hundred ninety-nine decimal zero two nine (299.029) metres;

THENCE turning and running along the land now or formerly of Arthur Tucker (Crown Land Volume 95 Folio 127), South seventy-three degrees twenty-two minutes thirty-one seconds East (S 73°22' 31" E), a distance of seven hundred twenty-three decimal eight nine seven (723.897) metres;

THENCE turning and running along Crown Land, North fifty-nine degrees thirty-seven minutes thirty seconds East (N 59°37' 30" E), a distance of five hundred fifty-one decimal nine six four (551.964) metres;

THENCE turning and running along Crown Land and along the land now or formerly of John Hayes (Crown Land Volume 46 Folio 70), South thirty degrees twenty-three minutes zero zero seconds East (S 30°23' 00" E), a distance of four hundred fifty-three decimal seven three five (453.735) metres, more or less, to the point of commencement.

The above described piece or parcel of land containing an area of fifty-six decimal one one eight (56.118) hectares being more particularly shown and delineated on the attached plan.

All bearings referenced to the meridian of fifty-three degrees west longitude of the three Degree Modified Transverse Mercator Projection, Zone 1, NAD-83 (Original) for the Province of Newfoundland and Labrador. All distances are horizontal grid distances.

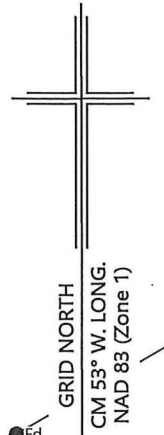
Application No. 163178
Special Plan No. 585
Allnorth NL Surveyors
Job No. 2403959
Date: January 31, 2025

s. 40(1)

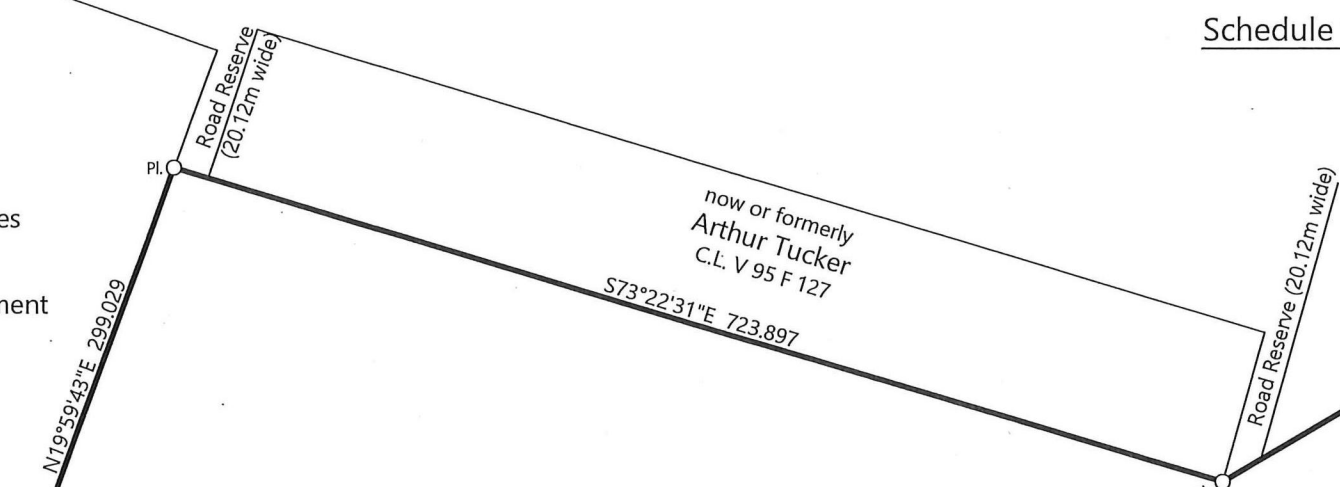


Schedule "B"

LINE TABLE		
NUM	BEARING	DISTANCE
L1	S59°11'00"W	30.074



formerly
Frederick Jefferies
C.L. V 92 F 191
now
Paradise Development
Corporation
R 1390 F 768



formerly
Principal Holdings Limited
C.L. V 277 F 14
now
Paradise Properties Limited
reg. no. 142259

formerly
Robert Squires
C.L. V 112 F 130
now
Paradise Properties Limited
reg. no. 299

formerly
Linda and Peter King
(QOT 1989 St. J. No. 1568)
now
Paradise Properties Limited
reg. no. 526845

formerly
Thomas J. Freeman
C.L. V 106 F 18
now
Bell Aliant Regional
Communications L.P.
(as surveyed by Hawco King Renouf
in June 2008)

formerly
James R. Hayes
C.L. V 46 F 126
now
H3 Development Ltd.
reg. no. 839635
reg. no. 839633

now or formerly
Thomas J. Freeman
C.L. V 106 F 18

H3 Development Ltd.
C.L. V 330 F 35

now or formerly
John Hayes
C.L. V 46 F 70

formerly
John Hayes
C.L. V 46 F 70
now
H3 Development Ltd.
720 Kenmount Road
reg. no. 1043108

Reference Monuments
(NAD 83 Original)

- 026558
- N 5 266 278.529
- E 318 107.363
- 83G3213
- N 5 265 186.635
- E 314 484.738
- 38022
- N 5 267 340.959
- E 318 597.975

LEGEND

- FOUND IRON PIN
- PLACED IRON PIN
- EXISTING EASEMENT
- PROPERTY BEING DEALT WITH
- CONTROL MONUMENT

NOTE: Distances are metric horizontal grid.
Scale Factor = 0.999873



s. 40(1)

Application No. 163178
Special Plan No. 585

Area = 56.118 ha.

Scale: 1 : 5000
Date: January 31, 2025
Allnorth NL Surveyors
Job No.: 2403959

From: Bursey, Robyn
Sent: Wednesday, March 5, 2025 1:26 PM
To: O'Neill, Melony
Subject: H3 MOU Kenmount Crossing
Attachments: H3 MOU Kenmount Crossing.PDF

<<...>>

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made at the City of St. John's, in the Province of Newfoundland and Labrador this 14 day of October, 2024

BETWEEN: H3 Development Limited, a body corporate duly incorporated pursuant to the laws of the Province of Newfoundland & Labrador (hereinafter referred to as "H3")

AND: His Majesty in Right of Newfoundland and Labrador as represented by the Minister of the Department of Transportation and Infrastructure

(hereinafter referred to as "TI")

WHEREAS H3 is the legal and beneficial owner of lands situate at Kenmount Road in the City of St. John's, in the Province of Newfoundland and Labrador a portion of which measures approximately 64 acres and more particularly described in the diagram attached hereto as Schedule "A" (hereinafter referred to as the "Property").

AND WHEREAS it is the intention of H3 and TI to negotiate a Purchase and Sale Agreement ("PSA") for the H3 Property on certain preliminary understandings which are identified below.

1. **H3 Contribution:** H3 shall donate to TI 10 acres of the Property in return for an official income tax receipt for \$4,250,000 (representing a price of \$425,000.00 per acre).
2. **Purchase Price:** TI shall pay \$425,000.00 per acre for the remaining 54 acres for a total of \$22,950,000.00 (the "Purchase Price"). The Purchase Price shall be adjusted up or down as required upon a current survey being obtained confirming the exact measurements of the Property.
3. **Earnest Money Deposit:** Upon mutual execution of this MOU TI shall deposit in escrow 10% of the Purchase Price as a non-refundable earnest money deposit ("Deposit"), to be held by H3's solicitor. If at any time after the PSA has been executed TI decides not to proceed with the purchase of the Property for reasons other than issues related to title to the Property or the environmental condition of the Property then the Deposit shall be paid to H3. The Deposit shall be held in an interest - bearing account for the sole benefit of the H3 with all interest accruing to the benefit of and being paid to H3.
4. **Purchase and Sale Agreement:** Upon execution of this MOU the Parties shall immediately commence to negotiate a PSA to include commercial reasonable terms for the Property located in this area, including terms in relation to the delivery of water to the Property. The Parties acknowledge the non-binding nature of this MOU but the Parties agree that the Purchase Price shall not be changed unless mutually agreed. The first draft of the PSA will

  s. 40(1)

IN WITNESS WHEREOF the Parties have executed this agreement effective the day and year first before written.

[Redacted]
witness
[Redacted]
witness

H3 Development Limited.

Per: [Redacted]
President
Per: [Redacted]
Vice-President

[Redacted]
witness

Transportation and Infrastructure

Per: [Redacted]
[Redacted]

From: Browne, Maria
Sent: Wednesday, March 5, 2025 9:01 AM
Subject: Headlines - March 5, 2025

Government provides update on recent land transactions

Posted: March 5, 2025 6:14 am
— By **Web Team**

The provincial government has provided an update on two separate land transactions.

A total of 64.764 acres was acquired from H3 Development for \$23,274,700 million, including 10 acres of donated land, for the new acute care hospital campus slated for Kenmount Crossing in St. John's.

An appraisal of the 10 acres of donated land was determined to have a market value of \$450,000 per acre, a value that applies to the remaining 54.764 acres as well. Government purchased the remaining 54 acres for \$425,000 per acre.

Kenmount Crossing was determined to be the best site for the new facility, given it is the convergence of three of the largest municipalities.

An appraisal of the land off Snow's Lane was commissioned by the department in 2018 and determined a market value of \$160,000. An adjustment of two per cent per year for the passage of time is typically applied, making the current land value approximately \$176,000. The Purchase and Sale Agreement for \$176,000 has been finalized, with the land transaction scheduled to close in May.

The property is deemed landlocked with no access point from Snow's Lane, Logy Bay Road or the Outer Ring Road. An access intersection for the property from the Outer Ring Road cannot be approved as per Transportation Association of Canada guidelines and Transportation and Infrastructure's Highway Access Policy.

Maria Browne
Media Relations Manager
Transportation and Infrastructure (TI)

From: Bursey, Robyn
Sent: Monday, February 24, 2025 3:03 PM
To: O'Neill, Melony
Subject: Bursey, Robyn left a comment in "NR - Land Acquisition Deal Finalized for New Acute Care Hospital Campus"

OM

NR - Land Acquisition Deal Finalized for New Acute Care Hospital Campus.docx

OM

OM

Bursey, Robyn added a comment

54 acres

...st fall before the final Purchase and Sale Agreement was finalized.

A third-party appraisal of the land was commissioned by H3 Development, which determined a market value at \$450,000 per acre. Government purchased the remaining 44 acres for \$425,000 per acre. A copy of the appraisal can be found here.

The health care campus will be located at Kenmount Crossing—west of Kenmount Terrace—in St. John's. It will serve as the home of the new hospital and new Cardiovascular and Stroke Institute for ...

[Go to comment](#)

Why am I receiving this notification from Office?

From: Bursey, Robyn
Sent: Monday, February 24, 2025 2:38 PM
To: O'Neill, Melony
Subject: Bursey, Robyn left a comment in "NR - Land Acquisition Deal Finalized for New Acute Care Hospital Campus"

OM

NR - Land Acquisition Deal Finalized for New Acute Care Hospital Campus.docx

OM

OM

Bursey, Robyn added a comment

We total of 64 acres of land, we purchased 54 @ \$425,000. H3 donated 10 acres

Transportation and Infrastructure

February 28, 2025

Land Acquisition Deal Finalized for New Acute Care Hospital Campus

The Provincial Government has finalized the Purchase and Sale Agreement for approximately \$23 million for the land for the new acute care ...

[Go to comment](#)

[Why am I receiving this notification from Office?](#)

From: Drover, Ken
Sent: Monday, February 24, 2025 2:21 PM
To: Bursey, Robyn
Subject: RE: H3 agreement of purchase and sale signed.pdf
Attachments: H3 agreement of purchase and sale signed.pdf

Robyn,

Clause 12 refers to a Schedule C which isn't in the attached Agreement .
Is this a separate document which can be forwarded ?

Regards,

Ken Drover , P.Eng.
Manager – Infrastructure Planning and Procurement
Department of Transportation and Infrastructure
Newfoundland and Labrador
Office : 709-729-2041 Cell : 709- 685-6429
E-Mail : kendrover@gov.nl.ca



From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: Monday, February 24, 2025 1:30 PM
To: Drover, Ken <KenDrover@gov.nl.ca>
Subject: Fw: H3 agreement of purchase and sale signed.pdf

FYI

From: Bursey, Robyn
Sent: Monday, February 24, 2025 10:05:19 AM
To: O'Neill, Melony <MelonyOneill@gov.nl.ca>
Subject: H3 agreement of purchase and sale signed.pdf

Please find the PDF attached.
Download the free Adobe Acrobat Reader to view and comment on this PDF.
https://www.adobe.com/go/reader_download

Sent From Adobe Acrobat Reader

AGREEMENT OF PURCHASE AND SALE

BETWEEN: H3 DEVELOPMENT LIMITED, a body corporate duly incorporated pursuant to the laws of Newfoundland and Labrador

("H3")

AND: HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure

("NL")

WHEREAS H3 is the legal and beneficial owner of the Subject Lands (as hereinafter defined).

AND WHEREAS H3 and NL entered into a MOU on October 26, 2024, extended by mutual agreement on November 23, 2024, which set out their preliminary understandings with respect to the purchase and sale of the Subject Lands;

AND WHEREAS H3 has agreed to sell and NL has agreed to purchase the Subject Lands as described in Schedule A attached hereto;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Parties, and in further consideration of conditions set out in this Agreement the Parties hereto covenant and agree as follows:

1. DEFINITIONS
- (a) "Agreement" means this entire Agreement of Purchase and Sale, including Schedules A, B and C..
 - (b) "Parties" means NL and H3.
 - (c) "Closing Date" means the date upon which the Parties shall complete a Conveyance of the Subject Lands in accordance with the terms and conditions of this Agreement;
 - (d) "Agreement Date" means the date this Agreement is executed by NL;
 - (e) "Conveyance" means a conveyance by Deed of Conveyance from H3 to NL of all right, title and interest of H3 in the Subject Lands.

- (f) "Donated Lands" means the lands referred to in Clause 6 comprised of 10 acres which lands shall be donated to NL by H3.
- (g) "Environmental Laws" shall have the meaning as set out in clause 7 (a).
- (h) "Hazardous Substances" means any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be "hazardous", a "pollutant", "toxic", "deleterious", "caustic", "dangerous", a "waste", a "hazardous material", a "source of contamination" or analogous substances including, without limitation, petroleum products, and petroleum-derived substances, polychlorinated biphenyls, and flammable and radioactive materials.
- (i) "Joint Ownership, Service and Access Agreement" means the agreement attached hereto as Schedule "B".
- (j) "Purchased Lands" means the lands referred to in Clause 6 which lands shall be purchased by NL from H3 on the terms and conditions contained herein.
- (k) "Subject Lands" means collectively the Donated Lands and the Purchased Lands which lands are described in Schedule "A", comprised of a total area of 64.764 acres, including all structures and erections contained on, over or under the Subject Lands, subject to any easements and rights of way located on, over or under the Subject Lands.

2. GENERAL

- (a) Words importing the singular may include the plural, and words denoting the masculine may include all other genders, if the context so requires.
- (b) The Subject Lands shall remain at the risk of H3 until the Closing Date;
- (c) For the purposes of this Agreement, the term "NL" shall be deemed to include servants, officials, employees, contractors, and agents of the His Majesty the King in Right of Newfoundland and Labrador;
- (d) This Agreement shall be binding upon the Parties hereto and their respective administrators and assigns.
- (e) All time frames noted as 'days' herein are deemed to be business days (Monday to Friday – excluding statutory and civic holidays) unless otherwise specified;
- (f) H3 and NL acknowledge and agree that any information supplied to it by the other party in respect of the transaction contemplated hereunder, and which is not in the public domain, is confidential and shall not be disclosed to any third party, other than its professional advisors, or used for any other purposes whatsoever except to comply with a court order or a provision of the *Access to Information and Protection of Privacy Act*.

- (g) Any failure of NL or H3 to insist upon strict performance of or compliance with any of the covenants, terms or conditions contained in this Agreement or any subsequent Conveyance shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default by either party;
- (h) Any failure of NL to insist upon strict performance of or compliance with the laws of NL and the City of St. John's, shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that, NL may have or a waiver of any subsequent breach or default by H3;
- (i) The order of the sections of this Agreement shall not signify any particular order of importance in contemplation or enforcement of this Agreement or in the event of a dispute respecting this Agreement;
- (j) If any covenants, terms, or conditions of this Agreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining covenants, terms, and conditions of this Agreement shall not be affected or impaired in any way;
- (k) H3 shall not assign any of its rights or obligations under this Agreement.
- (l) The headings to the Articles hereto have been inserted for convenience of reference only and are not to be used in the interpretation of this Agreement.
- (m) Notwithstanding the provisions of this Agreement requiring the giving of notice by way of certified mail, it is understood and agreed between the parties hereto that notice may be given by way of personal service, whether it be a time of mail service disruption or otherwise, upon an officer or responsible employee of the party to be notified.
- (n) Time shall in all respects be of the essence in this Agreement.
- (o) This Agreement contains the entire Agreement between H3 and NL as to the sale of the Subject Lands, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the subject matter hereof. This Agreement cannot be changed in any way except by a written instrument signed by the Parties hereto.
- (p) This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
- (q) Executed PDF or fax copies of this Agreement have the same binding effect as the original executed Agreement.

3. CLOSING DATE

H3 and NL agree that the Closing Date shall be **Friday, January 31, 2025** (the "Closing Date").

4. DEPOSIT

On October 30, 2024 NL paid a deposit to H3 in the amount of two million, two hundred and ninety-five thousand dollars (\$2,295,000.00) (the "Deposit"). If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons other than issues related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be paid to H3. If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be returned to NL within three (3) days of a written request from NL.

5. PURCHASE PRICE

NL and H3 agree that the purchase price of the Subject Lands shall be four hundred and twenty-five thousand dollars (\$425,000.00) per acre for the 54.764 acres being purchased for a total of twenty-three million, two hundred and seventy-four thousand and seven hundred dollars (\$23,274,700.00) (the "Purchase Price") minus the Deposit for a total sum of twenty million nine hundred and seventy-nine thousand and seven hundred dollars (\$20,979,700.00) to be paid by NL to H3 on or before the Closing Date. H3 and NL agree that the Purchase Price shall be adjusted up or down once the exact measurements of the Subject Lands are confirmed by a survey.

6. H3 DONATION

- (a) On the Closing Day H3 shall donate to NL the Donated Lands consisting of ten (10) acres which are included in the Subject Lands as more particularly described in Schedule "A" in return for an official income tax receipt for four million, two hundred and fifty thousand dollars (\$4,250,000.00) representing a price of four hundred and twenty-five thousand dollars (\$425,000.00) per acre. NL shall provide the income tax receipt requested once H3 has provided to NL an appraisal/assessment completed by an independent party confirming that four hundred and twenty-five thousand dollars (\$425,000.00) per acre represents market value.
- (b) In the event the transaction contemplated herein does not close, it is the intention of H3 to donate 10 acres of land to NL for the purpose of the construction of a hospital, H3 shall have the unfettered right to identify the 10 acre parcel located in Kenmount Crossing to ensure that such location does not compromise or negatively impact the current development infrastructure and design and any changes required thereto. Such donation shall be subject to the terms and conditions identified in 6(a) and 11(c) herein.

7. ENVIRONMENTAL MATTERS

The following representations and warranties of H3 shall apply:

- (a) H3 has been and is in compliance with all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws, and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substance ("Environmental Laws");
- (b) H3 has not used or permitted to be used, except in compliance with all Environmental Laws, the Subject Lands to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (c) Other than identified in the Phase 1 Environmental Site Assessment Report referred to in Clause 9 herein, H3 has never received any notice of, nor has been prosecuted for any offence alleging, non-compliance with any Environmental Laws, and H3 has not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Subject Lands nor has H3 received notice of any of the same;
- (d) H3 has not caused or permitted, nor does it have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from the Subject Lands. Any Hazardous Substances and all other wastes and other materials and substances used in whole or in part by H3 on the Subject Lands has been disposed of, treated and stored in compliance with all Environmental Laws.

8. REPRESENTATIONS AND WARRANTIES OF H3

H3 represents and warrants to NL, to the best of its knowledge, as of the date hereof (and will represent and warrant to NL as of the Closing Date) and acknowledges that NL is relying upon such representations and warranties in connection with its purchase of the Subject Lands, as follows:

- (a) Title to Real Property - H3 has the exclusive right to possess, use and occupy the Subject Lands, and has good and marketable title in fee simple to the Subject Lands, free and clear of all liens, charges, encumbrances and securities except as to any registered restrictions or covenants that run with the land and satisfactory to NL and any existing electrical or communications infrastructure which is located on, over or under the Subject Lands by way of formal or implied easement;
- (b) The current uses of the Subject Lands comply with all regulations, statutes, enactments, laws and by-laws including, without limitation, those dealing with zoning, parking, access fire and public health and safety and Environmental Laws;
- (c) No alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Subject Lands

by any municipal, provincial or other competent authority, which alteration, repair, improvement or other work has not been completed, and H3 knows of no written notification having been given to it of any such outstanding work being ordered, directed or requested, other than those that have been complied with;

- (d) All accounts for work and services performed and materials placed or furnished upon or in respect of the Subject Lands have been fully paid and satisfied, and no person is entitled to claim a lien under any construction or repairer's lien legislation or similar legislation against the Subject Lands or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;
- (e) There is nothing owing in respect of the Subject Lands by H3 to the City of St. John's or to any other corporation or commission owning or operating a public utility for water, electrical power, other than current accounts in respect of which the payment due date has not yet passed;
- (f) No part of the Subject Lands has been taken or expropriated by any federal, provincial, municipal or other competent authority nor has any notice or proceeding in respect thereof been given or commenced;
- (g) The Subject Lands are in good condition and are suitable for the purposes for which they are currently being used;
- (h) The Subject Lands are fully serviced as detailed in the as-built drawings in Schedule "A" and has suitable access to public roads, and there are no outstanding levies, charges or fees assessed against the Subject Lands by any public authority (including development or improvement levies, charges or fees).
- (i) This Agreement has been duly executed and delivered by H3 and is a legal, valid and binding obligation of H3, enforceable against H3 by NL in accordance with its terms.
- (j) H3 is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

9. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

H3 shall provide to NL the Phase 1 Environmental Site Assessment report in its possession concerning the Subject Lands and allow sufficient time to review the report before the Closing Date.

10. INFRASTRUCTURE OBLIGATIONS

a) Connection of the NL's facility to the water, sewer and storm sewer services are at NL's cost and shall be connected to the services located adjacent to the Subject Lands in the center of the streets. All connections to the services shall comply with all applicable codes and best industry practices including any specific requirements of the City of St. John's.

b) NL is responsible for any repairs to the street, curb and gutter, sidewalk, or adjacent properties, that may be necessary upon the servicing of the Subject Lands. These repairs must be approved and accepted by the City of St. John's.

(c) NL agrees that its engineers will consult and work with the engineers of H3 to ensure that NL's grading plan is in keeping with the grading plan of the development area and those of neighbouring properties and that NL's grading plan does not negatively impact upon such developed area or neighbouring properties.

(d) During the period NL is connecting to the existing water main NL shall:

(i) Coordinate and organize work to minimize interruptions to existing services.

(ii) Notify the Vendor and surrounding building occupants who may be affected a minimum of 24 hours in advance of planned interruptions in service.

(iii) Shall not interrupt water service except between 10:00am and 4:00pm local time, unless otherwise authorized by the City of St. John's.

(iv) Notify the Vendor, the City of St. John's Environmental Services Division and St. John's Regional Fire Department of any planned or accidental interruption in water service occurs.

11. REPRESENTATIONS AND WARRANTIES OF NL

NL represents and warrants to H3 as of the date hereof (and will represent and warrant to H3 as of the Closing Date) and acknowledges that H3 is relying upon such representations and warranties in connection with its sale of the Subject Lands, as follows:

(a) NL is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

(b) This Agreement and the HST Indemnity to be provided by NL under this Agreement, when executed, will be duly executed and delivered by NL and will be a legal, valid and binding obligation of NL, enforceable against NL by H3 in accordance with its terms.

12. H3 and NL agree that there will have to be significant upgrades to the Subject Lands, adjacent properties and the general area in order to facilitate the intended use of the property and to accommodate H3's general development of the area. NL shall be solely responsible for the following: services (including water and sewer and related water management obligations), fire fighting requirements, grading, site services and development requirements for the Subject Lands. NL also agrees that as of the date of signing of the MOU it will be responsible for any and all upgrades or changes to the

existing and proposed access roads, including the intersections with Kenmount Road and any related traffic changes or requirements, that are specifically required by the City of St. John's as a direct result of NL's proposed development of a healthcare campus inclusive of a hospital on the Subject Lands. H3 agrees that it shall be responsible for all road development associated with Street 'A' and Captain Prim Drive as outlined in Schedule 'C' attached. The Parties agree that this clause shall survive the closing of this transaction.

13. CLOSING REQUISITIONS OF NL

- (a) On or before the Closing Date, H3 shall deliver to NL a deed in proper form for registration, conveying good and marketable title to the Subject Lands, not subject to any liens, charges, security, encumbrances or title exceptions of any kind whatsoever.
- (b) On or before the Closing Date, H3 shall deliver to NL evidence of any approvals necessary for H3 to complete the sale of the Subject Lands.
- (c) H3 shall deliver prior to Closing such certificates in form and substance satisfactory to NL's solicitor, acting reasonably, showing no proceedings, registrations, assessments, claims, demands, levies or amounts outstanding in respect of or under, but not limited to the following:
 - (i) A judgement enforcement clearance;
 - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
 - (iii) A corporate resolution approving the transaction;
 - (iv) A certificate of good standing from the Registry of Companies;
 - (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
 - (vi) Clearance letter with respect to the Labour Standards Act;
 - (vii) Clearance letter with respect to the Bank Act;
 - (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
 - (ix)
- (d) H3 shall have delivered to NL a current survey for the, Donated Lands, Purchased Lands and the Subject Lands, acceptable to NL's counsel, such survey shall accurately describe the parcels as they presently exists and shall show no encroachments on the Subject Lands and that no part of the Subject Lands encroaches upon property owned by any others.

- (e) All other terms of this Agreement have been complied with on the Closing Date.

14. CLOSING REQUISITIONS OF H3

- (a) The Purchase Price in accordance with clause 5.
- (b) If applicable, NL shall deliver to H3 on the Closing Date, a certificate confirming that it will remit the HST payable on this transaction directly to the Canada Revenue Agency and shall indemnify H3 in respect thereof.
- (c) Executed copy of the Joint Access and Ownership agreement referred to in Clause 15(ix).

15. TAX

With respect to HST payable pursuant to the Act, the Parties covenant and agree that since NL is a registrant for purposes of the Excise Tax Act (Canada), on the Closing Date H3 shall not collect HST from NL in respect of this transaction and NL shall file returns and remit such HST to the appropriate governmental authority when and to the extent required by the Act and NL shall provide to H3 on closing an Indemnity in a form satisfactory to H3.

16. EXPIRY OF AGREEMENT

If a Conveyance of the Subject Lands is not finalized by the Closing Date, unless the Closing Date is extended by mutual agreement, this Agreement shall be deemed terminated and of no force or effect whatsoever and no fault or liability shall rest against NL or H3 as a result.

17. INSPECTION BY NL

- (a) Prior to the Closing Date, NL shall be fully liable and responsible, entirely at its own expense, to conduct any necessary consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to:
 - (i) The amount of taxes, rates or assessments which may now be and which may continue to be applicable against the Subject Lands after the Closing Date;
 - (ii) The environmental condition of the Subject Lands. NL may conduct any additional environmental assessments, including Phase I and Phase II assessments, as NL deems necessary to ensure that the Subject Lands complies with all environmental standards, which assessments will be at NL's own cost. NL shall notify H3 of any environmental assessments to be conducted by it and this Agreement shall be conditional on the completion of such assessments prior to the Closing Date and NL's satisfaction with the results thereof.

- (iii) The condition of any structures or erections located on, over or under the Subject Lands;
 - (iv) The condition and suitability of the Subject Lands for any existing or intended development, use, possession, or occupation;
 - (v) Any Federal, Provincial, Municipal, and other regulatory approvals or permits which may be required to carry out any development, use, possession, or occupation of the Subject Lands;
 - (vi) Ingress, egress, and access to the Subject Lands;
 - (vii) The boundaries of the Subject Lands;
 - (viii) Any rights of way, easements, reservations, encumbrances, or encroachments which may exist on, over or under the Subject Lands;
 - (ix) A review of the Joint Ownership, Service and Access Agreement
- (b) If required, NL may request access to the Subject Lands at any time from 8 am to 5 pm Monday to Friday between the Agreement Date and the Closing Date, excluding statutory and civic holidays, to conduct any consultation, testing, assessment, or inspection required to satisfy itself with respect to section 7(a).
- (c) NL may commission, entirely at its own expense, any contractors which may be necessary or required to conduct any consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to section 7(a). NL shall ensure that its contractors hold all necessary liability insurance policies required for entry and work on the Subject Lands and H3 shall hold no liability or responsibility in this regard.
- (d) If intrusive consultation, testing, assessment, or inspection is required:
- (i) Prior to any consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, obtain all necessary regulatory approvals and permits to carry out such testing, assessment, and inspection;
 - (ii) During consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, ensure that the Subject Lands is properly secured in accordance with all applicable safety and engineering standards and guidelines;
 - (iii) During consultation, testing, assessment, and inspection, NL and its contractors shall immediately terminate any testing, assessment, or inspection if any environmental contamination or historical artifacts or objects are suspected, found or identified on or under the Subject Lands;
 - (iv) Upon conclusion of consultation, testing, assessment or inspection, NL and its contractors shall ensure that the Subject Lands are restored as close as reasonably possible to the condition existing upon entry.

18. WITHDRAWAL FROM AGREEMENT

NL may withdraw from this Agreement in writing at any time between the Agreement Date and the Closing Date if it is not satisfied with H3's title to the Subject Lands or because it is not satisfied with the environmental condition of the Subject Lands.

19. CONDITIONS OF CONVEYANCE

(a) Conveyance of the Subject Lands to NL shall be:

- (i) Subject to this Agreement of Purchase and Sale;
- (ii) Subject to all formal and implied easements and rights of way located on, over or under the Subject Lands which may or may not be identified on the schedules attached hereto;
- (iii) Inclusive of all structures and erections contained on, over or under the Subject Lands;

20. TAXES AND ASSESSMENTS

Up to the Closing Date, H3 shall be responsible for any applicable taxes, rates, and assessments on the Subject Lands.

21. CONFLICT OF INTEREST

No member, employee, official, agent or contractor of NL shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

22. COSTS

The Parties shall be fully responsible for their own costs in this matter, including any costs associated with the current or future use of the dispute resolution options outlined in this Agreement.

23. **NON-AGENCY**

This Agreement does not provide H3 with a right to speak, represent or act on behalf of NL.

24. **DISPUTE RESOLUTION**

In the event of a disagreement or dispute between the Parties arising from this Agreement either before or after the Closing Date, the Parties shall resolve any disagreement(s) or dispute(s) in the order as follows:

- (i) Through good faith negotiations;
- (ii) Through mediation;
- (iii) Through proceedings in Court;

25. **NOTICE**

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) If to H3:

Attention:

Phone:

Email:

- (ii) If to NL:

Government of Newfoundland and Labrador

Department of Transportation and Infrastructure

Attention: Michael Carroll

Director - Planning and Accommodations

(709) 729 2892

michaelcarroll@gov.nl.ca

or to such other address as either party may designate to the other in written notice.

- (b) Any such notice or other communication shall be deemed to have been delivered and received one day after dispatch if sent by overnight delivery, delivered and received on the day on which it was hand delivered or transmitted electronically (or, if such day is not a Business Day or if such notice is delivered or transmitted after 5:00 p.m., it shall be deemed to have been delivered and received on the following Business Day) or, if mailed, on the fifth Business Day following the date of mailing; provided however, that if at the time of mailing or within five Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by facsimile or electronic means as set out above.
- (c) Either party may at any time change its address for receipt of such notice and other communications from time to time by giving notice to the other party in accordance with this clause.

26. DOCTRINE OF MERGER

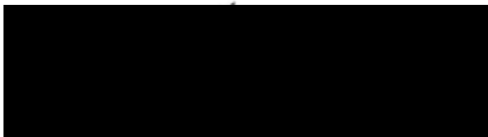
The representations, warranties and covenants contained herein shall not merge but shall survive the Closing Date. The doctrine of merger shall not apply hereto and this Agreement shall remain in full force and effect notwithstanding the sealing, issuing or delivery of the Conveyance.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Parties by their duly authorized officers on their behalf: H3 DEVELOPMENT LIMITED

SIGNED, SEALED AND DELIVERED by H3 DEVELOPMENT LIMITED on this 31 day of

Jan, 2025 in the presence of:

WITNESS



WITNESS

GLENN HICKEY, President



BERT HICKMAN, Vice-President

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

SIGNED, SEALED AND DELIVERED by the Deputy Minister of Transportation and Infrastructure
for the Minister of Transportation and Infrastructure on this 31st day of JANUARY,
2025, in the presence of:

[Redacted Signature]

s. 40(1)

WITNESS

Bairstow, NL

[Redacted Signature]

s. 40(1)

DEPUTY MINISTER

[Redacted Signature]

Schedule “A”

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John’s, NL**

All that piece or parcel of land situate and being at the city of St. John’s, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

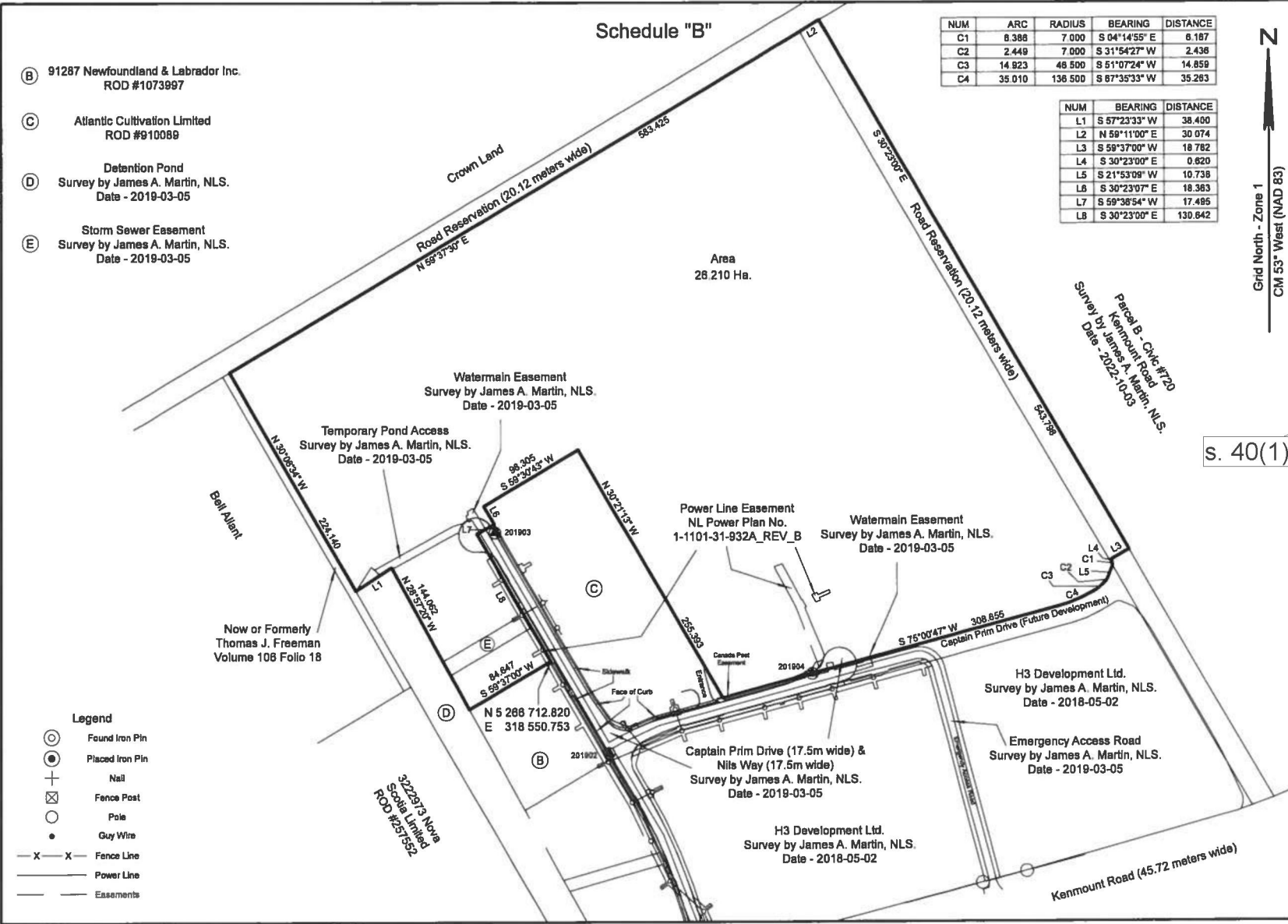
Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

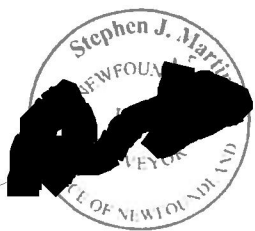
Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters



Martin Surveys
& Land Services Inc.
P.O. Box 1088, Torbay, NL
A1K 1K7
Phone : 437-8593
www.martinsurveys.com

Unauthorized use or alteration is prohibited by law as outlined in THE COPYRIGHT ACT. This plan certifies the information shown as of November 1, 2024 and only as of that date.



Stephen J. Martin, NLS.

H3 Development Survey
Nils Way & Captain Prim Drive
St. John's - NL

Date	2024-11-01
Survey By	SM / CM
Scale	1:4000
Job Number	028-2016
Revision Number	00
Control Used	026558
Scale Factor	0.999873

JOINT OWNERSHIP, SERVICE AND ACCESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025 (the “*Agreement*”).

BETWEEN:

H3 DEVELOPMENT LTD., a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*H3*”)

OF THE ONE PART

AND:

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

(hereinafter called the “*Purchaser*”)

OF THE SECOND PART

AND: **51633 NEWFOUNDAND & LABRADOR INC.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*51633*”)

OF THE THIRD PART

AND; **CANADIAN AUTO RECYCLING LTD.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*Canadian Auto*”)

OF THE FOURTH PART

AND; **THE COLLISION CLINIC LIMITED**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*Collision Clinic*”)

OF THE FIFTH PART

(hereinafter collectively called the “*Parties*”)

(For the purposes of this Agreement 51633, Canadian Auto and Collision Clinic shall be collectively referred to as “*Guarantors*”)

ARTICLE 1 – OWNERSHIP OF THE PRIVATE WATER SYSTEM

- 1.1 Subject to the Deed of Conveyance to the Property, H3 will retain ownership, jointly with all lot owners in the Development, of the Private Water System and each owner shall be jointly and severally responsible for the ownership, operation and maintenance thereof. The Deed of Conveyance shall convey the Property to the Purchaser together with an undivided interest in the Private Water System. Each lot purchaser will be required to sign an agreement in the same form as this Agreement, and the Deed for every lot will include an undivided ownership interest in the Private System. This Agreement confirms the transfer of ownership of all real and personal property that forms part of the Private Water System from H3 to all lot owners Jointly, and the Parties agree to execute any further documents required to effect the intended transfer or any other transfers/obligations set forth in this Agreement.
- 1.2 The Private Water System shall be utilized to deliver water to the Property and Kenmount Crossing until such time that Kenmount Crossing has water delivered to it by a gravity-fed water tower or such other means that has been accepted by the City of St. John's (hereinafter called the "***Municipal System***").
- 1.3 In the event that a Municipal System is accepted by the City the Private Water System shall be either decommissioned or transferred to the City of St. John's for the consideration of One Dollar (\$1.00) and this Agreement shall be null and void at the time of transfer. The Purchaser hereby agrees to transfer any ownership rights to the Private Water System to the City, on demand of the City, for One Dollar (\$1.00).
- 1.4 A Municipal System, if accepted by the City, will be owned and maintained by the City of St. John's.
- 1.5 For greater certainty, the City of St. John's has no ownership interest in, or responsibility for, the Private Water System nor does the City of St. John's have any obligations, contractual or otherwise, to operate, or maintain (which includes repair) the Private System as defined herein, and the City has no obligation to install a Municipal System in this area.

ARTICLE 2 – OPERATION AND MAINTENANCE OF THE PRIVATE SYSTEM

- 2.1 H3 hereby agrees that it shall be responsible for the operation and maintenance of the Private Water System on behalf of all joint owners of the Private Water System, and the costs and expenses associated with same until such time that a Municipal System is accepted by the City of St. John's, and is deemed operational. Should H3 and the Guarantors to this Agreement default in their responsibilities herein described, the responsibility for the operation and maintenance of the

ARTICLE 4 – INDEMNITY

- 4.1 H3 and the Guarantors hereby covenant and agree to indemnify and hold harmless the Purchaser and any occupants of their respective Property from any and all claims, proceedings, liabilities, losses, damages, settlements, penalties, fines, expenses, costs, fees or charges (collectively hereinafter called the “*Losses*”) which may result from any activities in performing any maintenance or making any repairs to the Private Water System, save and except for any such Losses resulting from any negligent or willful act or omission of the Purchaser or its occupants, employees, agents, or contractors.
- 4.2 H3 shall maintain or cause to be maintained “all risks” coverage property insurance on Private Water System in the amount of the replacement cost of the Private System.

ARTICLE 5 – TERMINATION OF AGREEMENT

- 5.1 No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.
- 5.2 This Agreement shall terminate and the Parties shall be released from their obligations herein once the Property is serviced by the Municipal System.
- 5.3 The Parties will be notified of the pending release of their obligations in this Agreement upon receipt of written notice from the City of St. John’s stating that the Property will be serviced by the Municipal System. The release will be effective as of the effective date of service by the Municipal System detailed in the written notice.

ARTICLE 6 – EFFECT OF INSTRUMENT

- 6.1 This Agreement and any right, obligation, or restriction contained herein shall run for the benefit of and bind the Property and the owners from time to time thereof. Any purchaser, transferee, assignee, or other successor in title of or to any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Agreement relating thereto and to have agreed with H3 to execute any and all instruments, documents, and agreements, and to take such further and other action, as may reasonably be required to carry out the intention of this Agreement.
- 6.2 Without limiting the generality of section 6.1, in the event the Purchaser sells, transfers, or assigns its respective Property, then the Purchaser shall include as a condition of such sale, transfer, or assignment that the sale, transfer, or assignment is subject to the provisions of this Agreement and to the purchaser, transferee, or assignee acknowledging and agreeing in writing, in form and content satisfactory to the Purchaser acting reasonably, to be bound by this Agreement and assume all obligations relating thereto to the extent of its interest in the Property.

- 8.1 If any party shall default in the performance of an obligation (hereinafter called the “**Defaulting Party**”) contained in this Agreement on its part to be performed, which default affects another party to this Agreement (hereinafter called an “**Affected Party**”), such Affected Party, in addition and without prejudice to any other right or remedy it may have at law or in equity, after thirty (30) days’ prior written notice to the Defaulting Party (or, in the event of an emergency, after such notice as is practical under the circumstances) and the failure of the Defaulting Party to rectify the default during such thirty (30) day period (or in the event that such default cannot reasonably be rectified within thirty (30) days, then within a reasonable time given the particular circumstances as approved by the Affected Party, provided that the Defaulting Party is diligently proceeding to rectify such default), shall have the right to perform such obligation on behalf of the Defaulting Party. If the Affected Party commences to rectify any such default, it shall diligently pursue and complete the rectification. In such event, the Defaulting Party shall promptly reimburse the Affected Party the reasonable cost thereof, together with interest thereon from the date such cost was incurred at a rate equal to two percent (2%) in excess of the prime lending rate charged by the Bank of Nova Scotia for commercial loans to its most preferred commercial customers.

ARTICLE 9 – NOTICES

- 9.1 Any notices, requests, demands or other communications by the terms hereof required or permitted to be given by a party to another party shall be sufficiently served if sent by personal delivery, registered mail, postage prepaid, facsimile transmission, or by electronic mail in portable document format (PDF), in the case of H3 Development Ltd.:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-Mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of 51633 to:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of Canadian Auto and Collision Clinic to:

Address: 685 Topsail Rd. St. John’s, NL, A1E 2E3
Facsimile:
E-mail: ghickey@autopartsnetwork.ca
Attention: Glenn Hickey

- 10.8 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 10.9 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 10.10 This Agreement constitutes and embodies the entire agreement between the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by all Parties. Any schedules referred to herein are incorporated herein by reference and form part of this Agreement.
- 10.11 This Agreement shall be binding upon the Parties hereto and shall enure to the benefit of their respective heirs, administrators, executors, and successors, in title or otherwise.
- 10.12 The Parties agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by way of telecopy or electronic mail in portable document format (PDF) devices will be treated as binding as if originals and each party undertakes to provide each other party with a copy of this Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed the day and year first before written.

SIGNED, SEALED, and DELIVERED
by H3 Development Ltd. before me:

SIGNED, SEALED, and DELIVERED
by 51633 before me:

H3 DEVELOPMENT LTD.

Per: Glenn Hickey, Director

51633 Newfoundland & Labrador Inc.

Per: Jonathan Hickman, Director

Schedule “A”

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John’s, NL**

All that piece or parcel of land situate and being at the city of St. John’s, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters

From: Bursey, Robyn
Sent: Monday, February 24, 2025 1:30 PM
To: Drover, Ken
Subject: Fw: H3 agreement of purchase and sale signed.pdf
Attachments: H3 agreement of purchase and sale signed.pdf Attachment can be found on pages 13-36

FYI

From: Bursey, Robyn
Sent: Monday, February 24, 2025 10:05:19 AM
To: O'Neill, Melony <MelonyOneill@gov.nl.ca>
Subject: H3 agreement of purchase and sale signed.pdf

Please find the PDF attached.
Download the free Adobe Acrobat Reader to view and comment on this PDF.
https://www.adobe.com/go/reader_download

Sent From Adobe Acrobat Reader

From: Bursey, Robyn
Sent: Monday, February 24, 2025 10:05 AM
To: O'Neill, Melony
Subject: H3 agreement of purchase and sale signed.pdf
Attachments: H3 agreement of purchase and sale signed.pdf

Attachment can be found on pages 13-36

Please find the PDF attached.
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https://www.adobe.com/go/reader_download

Sent From Adobe Acrobat Reader

From: Bursey, Robyn
Sent: Monday, February 24, 2025 10:04 AM
To: O'Neill, Melony
Subject: Appraisal of Vacant Land Nils Way (Kenmount Crossing) St. John's NL-14932-1190-6319.pdf
Attachments: Appraisal of Vacant Land Nils Way (Kenmount Crossing) St. John's NL-14932-1190-6319.pdf

Please find the PDF attached.

Download the free Adobe Acrobat Reader to view and comment on this PDF.

https://www.adobe.com/go/reader_download

Sent From Adobe Acrobat Reader

APPRAISAL REPORT

ESTIMATE OF CURRENT MARKET VALUE

Vacant Land
Nils Way, St. John's, NL



Aerial View of Subject Property Showing Approximate Boundaries

Effective Date:
November 27, 2024

Prepared for:
H3 Development Ltd.

Prepared by:

KIRKLAND
BALSOM 
appraisers | advisors

11 Austin Street, Suite 201 | St. John's, NL | A1B 4C1
p. 709.738.1000 | info@kba.ca | kirklandbalsom.ca

December 9, 2024

H3 Development Ltd.
685 Topsail Road
St. John's, NL A1E 2S3

Attention: Gary Bishop

Re: Estimate of Current Market Value - Vacant Land, Nils Way, St. John's, NL

Dear Mr. Bishop;

Further to your instructions, the undersigned has prepared an appraisal estimating the market value of the above captioned property.

The definition of *Market Value*, as employed in this report, is outlined under the *Terms of Reference* section of this report. The report complies with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) and is subject to the Contingent and Limiting Conditions outlined in this report. Based on our interpretation and analysis of the data outlined in this report, the estimated market value of the property, as of **November 27, 2024**, is:

Four Million, Five Hundred Thousand Dollars (\$4,500,000)

The above estimate is subject to the Assumptions and Limiting Conditions and the Certificate of the Appraiser contained in this report.

This appraisal critically assumes that:

- 1. Construction of commercial buildings would be permitted by the City of St. John's, with adequate access to water and sewer infrastructure and that public street access off Nils Way is permitted to the rear section of the property.*
- 2. The overall site area and measurements provided by the client are reasonably accurate.*
- 3. The existence of any easements does not adversely affect the property.*
- 4. No on-site or neighbouring sources of environmental contamination or deleterious material affect the property.*
- 5. Storm water detention is in place for the front approximate 2.5-acre section of the property.*
- 6. Approximately 25% of the subject is "pad ready" for construction and 75% of the total area is cleared and partly leveled.*

If you have any questions regarding this report, please contact the undersigned at your convenience.

Yours truly,

s. 40(1)

Michael Kirkland, BBA, AACI, P. App.
KIRKLAND, BALSOM AND ASSOCIATES-ARA

11 Austin Street, Suite 201 | St. John's, NL | A1B 4C1
p. 709.738.1000 | info@kba.ca | kirklandbalsom.ca

Independent member of:



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26

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- B Industrial General (IG) Zoning Uses and Regulations
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1.4 EXECUTIVE SUMMARY

Property Identification:	Vacant Land, Nils Way, St. John's, NL
Property Owner/Authorized User:	H3 Development Ltd.
Property Type:	Vacant Land
Zoning:	Industrial General (IG)
Overall Site Area:	10.0 acres
Highest and Best Use:	Commercial Development
Effective Date:	November 27, 2024
Estimated Market Value:	\$4,500,000

The above estimate is subject to the Assumptions and Limiting Conditions and the Certificate of the Appraiser contained in this report.

This appraisal critically assumes that:

- 1. Construction of commercial buildings would be permitted by the City of St. John's, with adequate access to water and sewer infrastructure and that public street access off Nils Way is permitted to the rear section of the property.*
- 2. The overall site area and measurements provided by the client are reasonably accurate.*
- 3. The existence of any easements does not adversely affect the property.*
- 4. No on-site or neighbouring sources of environmental contamination or deleterious material affect the property.*
- 5. Storm water detention is in place for the front approximate 2.5-acre section of the property.*
- 6. Approximately 25% of the subject is "pad ready" for construction and 75% of the total area is cleared and partly leveled.*

1.5 ASSUMPTIONS AND LIMITING CONDITIONS

1. *This appraisal has been prepared at the request of our client, for the purpose of providing an estimate of the market value of the property identified herein as Nils Way, St. John's, NL. It is understood that the appraisal report will be utilized by the client for internal asset deliberations purposes.*

It is not reasonable for any other person to rely upon this appraisal without first obtaining written authorization from the appraiser signing this report. There may be qualifications, assumptions, or limiting conditions in addition to those set out below relevant to that person's identity or his authorized use. The report is prepared on the assumption that no other person will rely on it for any other purpose and that all liability to such person is denied.

2. While expert in appraisal matters, the author of this report is not qualified to give legal advice. It is assumed that:
 - i) the site plan provided by the client and employed in this report is correct;
 - ii) title to the property is good and marketable;
 - iii) there are no encroachments, encumbrances, indebtedness, restrictions, leases or covenants that would affect the valuation, except as expressly noted in this report;
 - iv) the existing use is a legally conforming use, which may be continued by any person purchasing the property from the existing owner;
 - v) right-of-ways, easements or encroachments over other real property and leases or other covenants as might be noted are legally enforceable;

Because these assumptions have been made, no investigations, legal or otherwise, have been undertaken which would verify these assumptions except as expressly noted herein.

3. The author of this appraisal is not a qualified architect or surveyor. Any sketches, diagrams, plans and photographs are presented for illustration and interpretation purposes only and are not to be relied upon in themselves.
4. No investigation has been undertaken with the local zoning office, the fire department, the building inspector, the health department or any other government regulatory agency unless such investigations are expressly represented to have been made in this report. The subject property must comply with such government regulations and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigations may be necessary.
5. Neither possession of this report nor a copy of it carries with it the right of publication. All copyright is reserved to the author and is considered confidential by the author and his client. This report shall not be disclosed, quoted from or referred to, in whole or in part, or published in any manner, without the express written consent of the appraiser. This is subject only to confidential review of the Appraisal Institute of Canada as provided in the Code of Ethics, Standards of Professional Conduct and Standards of Professional Practice of the Institute.
6. Market data has been obtained, in part, from documents at the provincial registry of deeds office, or as reported by the local real estate board. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information. WHERE INFORMATION HAS BEEN SUPPLIED BY OTHERS, ABSOLUTELY NO OBLIGATION IS ASSUMED BY THE APPRAISER FOR ITS ACCURACY.

7. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value expressed as of the date of this appraisal cannot be relied upon to estimate the market value as of any other date except with further advice of the appraiser.
8. The compensation for services rendered in this report does not include a fee for court preparation or court appearance, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body, which will decide the use of the report, which best serves the administration of justice.
9. The appraiser reserves the right to review all calculations referred to in this report and, if necessary, revise his opinion in the light of any new facts, trends, or changing conditions existing at any date prior to or at the valuation date, which became apparent to him subsequent to the date of this appraisal.
10. The appraiser is not expert or qualified in environmental contamination auditing. No environmental audit information was made available to the undersigned. This appraisal critically assumes that no on-site or neighbouring sources of environmental contamination or deleterious materials affect the property. We do not warrant that this is the case and accept no liability in this regard.
11. ***This appraisal critically assumes that:***
 1. ***Construction of commercial buildings would be permitted by the City of St. John's, with adequate access to water and sewer infrastructure and that public street access off Nils Way is permitted to the rear section of the property.***
 2. ***The overall site area and measurements provided by the client are reasonably accurate.***
 3. ***The existence of any easements does not adversely affect the property.***
 4. ***No on-site or neighbouring sources of environmental contamination or deleterious material affect the property.***
 5. ***Storm water detention is in place for the front approximate 2.5-acre section of the property.***
 6. ***Approximately 25% of the subject is "pad ready" for construction and 75% of the total area is cleared and partly leveled.***

2.0 TERMS OF REFERENCE

2.1 Purpose and Authorized Use of the Assignment

This appraisal has been prepared at the request of the client and authorized user, **H3 Development Ltd.** for the purpose of providing an estimate of the market value of the property. **It is understood that the appraisal report will be utilized by the client regarding asset deliberations.**

2.2 Property Right Appraised

The property right appraised is the freehold interest, free and clear of any existing financing and other encumbrances, liens, or charges, unless specifically addressed in this report. It is understood that **H3 Development Ltd.** currently holds the freehold interest in the property.

2.3 Definition of Value to be Estimated

The property's market value is estimated in this report. Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Uniform Standards of Professional Appraisal Practice, Canadian Supplement)

2.4 Effective Date, Inspection Date and Report Submission Date

Effective date: November 27, 2024
Inspection date: November 27, 2024
Report submission date: December 9, 2024

2.5 Scope of the Appraisal

This appraisal has been carried out in conformance with the requirements set out in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as adopted by the Appraisal Institute of Canada. The analysis herein encompasses those methods, procedures and investigations considered to be typical and appropriate for this class of property and the authorized use of this report, including:

- A site plan provided by the client and contained herein was perused to determine the overall lot size, configuration, and area.
- A cursory physical inspection of the property was undertaken on **November 27, 2024**, to obtain photographs and confirm the property's physical characteristics and improvements. The inspection included a walk about the perimeter, during which notes and photographs were taken.
- A drive about the neighbourhood was completed, noting relevant competition characteristics and general property uses and compatibility.
- Comparable sales and listing data were researched from various sources, including the provincial Registry of Deeds, industry professionals and market participants, which may have included: vendors, purchasers, and brokers, as well as Multiple Listing Service (MLS) data and information retained on file.

2.6 Property's Marketing History

Online searches of the provincial Registry of Deeds and local MLS revealed that the subject property has not sold in recent years.

The front section of the property is currently listed for sale with Colliers International, with asking prices as follows: Lot 10: 0.96 acres - \$465,000, Lot 11: 0.84 acres - \$407,400 and Lot 12: 0.77 acres - \$373,450.

3.0 LOCATIONAL OVERVIEW

3.1 Macro Environment Macro Market¹

The outlook for the province's oil and mining sectors declined over 2023, likely driving the economy into a contraction as a result. The sputtering of activity in these industries, which account for a sizeable 25% of the province's output, largely dominated otherwise decent performance across most other economic indicators. Real GDP declined 0.4% for 2023, which would mark a second consecutive annual decline after the province struggled to gain momentum in 2022. Despite the reversal, a strong turnaround in real GDP is expected in 2024 (+2.2%), which puts Newfoundland at the top of the growth charts.

The delayed restart of the Terra Nova oilfield, coupled with maintenance at other offshore facilities, was a negative for the Newfoundland oil sector. Overall crude oil production is due for another sizeable pullback, slumping now for a third straight year. Fortunately, the Terra Nova oilfield will be operational and in full force in 2024, alongside other major offshore facilities, which should result in robust oil production growth next year. Terra Nova is now expected to add 70 million barrels of oil to its production capacity over the next ten years.

On the mining front, a sharp pullback in prices relative to last year's peak levels for iron ore, nickel and copper have weighed on mineral shipments, which are on track to decline by 10–15% for 2023. Despite the pullback, the mining sector remains a medium-term bright spot for the province's economy, as mineral exploration expenditures ramp up. Further, base metal prices are poised to find support as central banks move into a less restrictive policy mode next year, spurring an increase in global demand.

The province also recently signed an agreement with the federal government that, if passed, would allow Newfoundland to solely regulate its renewable energy developments on various Bays around the province. This would mark a significant economic opportunity for the jurisdiction and would support future investment for offshore wind development projects.

The performance of domestic oriented industries has held up comparatively well, notwithstanding the Bank of Canada's aggressive rate hiking campaign. Decent employment strength has broadly supported consumer spending, with retail sales slated to advance this year as of the third quarter.

Several recent economic and industry schedules and statistical charts are included in Addendum A for information purposes.

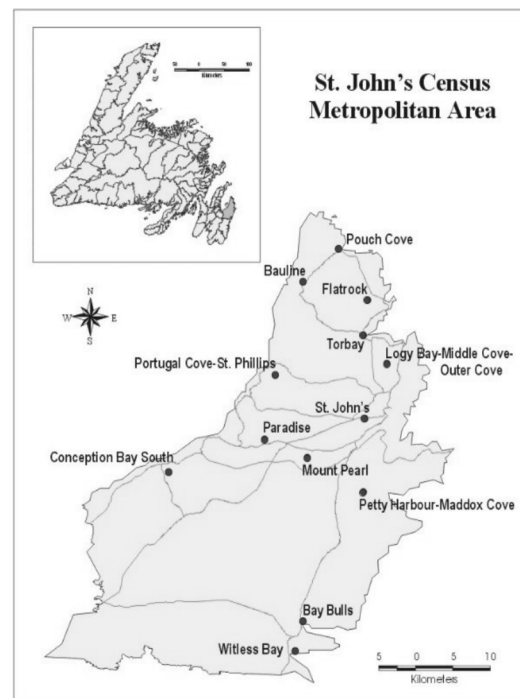
¹ Economic and statistical data obtained from the Government of Newfoundland and Labrador and various publicly available reports.

3.2 Micro Market - St. John's Census Metropolitan Area

The St. John's Census Metropolitan Area (CMA), with a population of 212,579, encompasses the northeast tip of the Avalon Peninsula on the extreme eastern coast of the island portion of the province. It is comprised primarily of the cities of St. John's and Mount Pearl, as well as the towns of Paradise and Conception Bay South. The CMA also encompasses nine smaller satellite communities located within a 40 kilometer radius. The CMA population grew 5.8% from 2011 to 2016 and 2.0% from 2016 to 2021.

The CMA is the province's major business, financial and service center and is home to several corporate head offices. As the province's largest urban center, it also serves as the main provider of healthcare and post-secondary education services, with major hospitals and educational institutions housed within the region. Other economic indicators in the City of St. John's are as follows:

- Commercial permits up 85% from \$19,654,033 in 2022 to \$36,272,924 in 2023.
- Residential permits down -24% to \$17,703,219 for 2023 over \$23,225,511 for 2022.
- Total value of all permits was up 33% to \$58,200,200 for 2023 over \$43,663,874 for 2022.



3.3 Property Location and Environment

The subject property is part of a 109 acre infill land development known as **Kenmount Crossing** in north St. John's. The development is located off Kenmount Road, near Topsail Road, two of the region's main four-lane connector routes. Access from Kenmount Road to Nils Way will be via a controlled intersection (partly constructed).

Initiated in 2019, the subject's development is located between three of the province's largest municipalities, St. John's, Mount Pearl, and the Town of Paradise. Nearby connections are also available to the TransCanada Highway (TCH), Harbour Arterial Road, and the Outer Ring Road.

Neighborhood development consists of a 100,000 square foot pre-engineered steel frame building constructed by Atlantic Cultivation in 2020, and a recently constructed 25,000 square foot, tilt up concrete commercial building, with several units listed for sale. Finally, a 15,000 square foot Kubota dealership is located at the corner of Nils Way and Kenmount Road.

Land absorption in the park has been limited to date, with four large parcels of land sold since 2019. This slow absorption is mainly due to the adequate supply of competing industrial land with superior highway access (Galway Development). **On November 4, 2024, the Government of Newfoundland and Labrador announced that they will be purchasing a significant portion of the development for the construction of a new healthcare facility.** The new Acute Care Hospital Campus will support the acute care needs for the region and tertiary care services for the province. It will include the consolidation of general medicine, general surgery, and orthopedic programs. It will also include other tertiary diagnostic and interventional services; acute care of the elderly; the cardiovascular and stroke institute; and a hub for clinical teaching. **The total land required for the new facility is 63 acres. It is reported that the government is purchasing 53 acres for \$23,000,000 or approximately \$425,000 per acre; however, the transaction has not closed.** The location of the facility is at the rear section of the development, which is predominantly raw land.

Clearly, the construction of such a substantial facility will cause spinoff demand for the subject's development and the remaining lands. The client indicates that the recent announcement has caused increased developer interest in land in the area. Several other parcels of land have been considered for purchase and one large parcel of land has received an offer to purchase in recent weeks.

Outlying neighborhoods to the north off Kenmount Road in the Town of Paradise, and to the north off Topsail Road, have developed steadily with detached homes over the past decade. Just west of the subject off Topsail Road is Donovan's, the region's largest light industrial/business park, initiated in the 1970s and developed through 2010. Two miles further west and north of the TCH and Kenmount Road is the Kenmount Business Park.

Other property uses in the general area include a large self-storage mall (adjacent property) and a mixture of office, hotel, retail, and automotive sales buildings. Most of the region's automotive dealerships are situated along Kenmount Road, including several larger outlets constructed in recent years. Aerial photographs are shown on the following page, followed by neighboring property photographs.

3.4 Aerial Photographs Showing Location of Subject Property



3.5 Neighboring Property Photographs



Nils Way Looking North



Kenmount Road/Entrance to Development

4.0 PROPERTY DESCRIPTION

4.1 Property Details

The client indicates that the subject has a total area of 10.0 acres, or 4.04 hectares, with approximately 410 feet of frontage along Nils Way. **This appraisal critically assumes that the overall land area, measurements, frontage and property location are accurate. No legal survey or legal description were provided. Aerial photographs are shown on the following page.**

4.1.1 Topography

The subject is level, at street grade along Nils Way and slopes slightly upwards from the end of Nils Way to the extreme rear of the property.

4.1.2 Access/Egress

The site currently has direct access to Nils Way. **This appraisal critically assumes that public street access off Nils Way is permitted to the rear section of the property.**

4.1.3 Services

This appraisal critically assumes that access to all municipal services, water, sanitary and storm sewer, street maintenance and snow clearing are provided.

4.1.4 Easements

According to the client, no easements were shown to have existed, **and this appraisal critically assumes that the existence of any easements does not adversely affect the site.**

4.1.5 Environmental Considerations

No environmental audit information was made available to the undersigned. This appraisal critically assumes that no on-site or neighbouring sources of environmental contamination or deleterious material affect the property.

4.1.6 Site Improvements

The client indicates that the subject has approximately 7.5 acres cleared and grubbed, and storm water detention requirements completed for 2.5 acres (located at the front section). The client also indicated that 2.5 acres of land off Nils Way is pad ready for building construction. The extreme rear and eastern sections of the site are heavily treed.



Subject Property (shown in Blue) - As provided by Client



Subject Property Boundaries - As provided by Client

4.2 Property Photographs



Frontage along Nils Way



Property from Nils Way



Middle/Rear Section of Property from Nils Way



Middle Section of Property looking to Nils Way



Western Section of Property



Western Section of Property



Eastern Section of Property



Upper Section of Property

5.0 MUNICIPAL TAXATION AND ZONING

5.1 Taxation

5.1.1 Assessment

A market value based system of municipal property assessment operates in St. John's. The base date for the 2024 municipal assessment is **January 1, 2022**. The current assessment cycle runs for two years (2024 - 2025). The subject property is currently assessed in conjunction with the overall development and not independently assessed.

5.2 Land Use Zoning

The subject property is zoned Industrial General (IG). The subject's commercial zoning permits a wide range of possible commercial usages. A section extracted from the City of St. John's online map service follows, showing the subject site in the IG zone. The zoning regulations are shown in Addendum B.

Zoning Location Map



6.0 HIGHEST AND BEST USE

6.1 Introduction

Highest and Best Use may be defined as: "The reasonable, probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value."

Zoning regulations and by-laws must be considered in determining Highest and Best Use, as well as economic, social, and political forces that affect the property. The principles of real property value, including substitution, change, anticipation, contribution, surplus productivity, balance, and conformity must also be analyzed. Aside from these factors, the physical characteristics (i.e. size, shape, frontage, access, topography, etc.) of the site must be examined to determine their impact on the potential utility of the property. Consideration should also be given to neighborhood and area trends that could impact on the future use of the property in question.

6.2 Discussion and Conclusion

The subject property is situated in a commercial business/industrial park in north St. John's, with growing demand. The surrounding area has been steadily developing in recent years, with several buildings being constructed. As discussed, the recent announcement for the new Acute Care Hospital Campus will add to the demand for the area.

The property is currently zoned **Industrial General (IG)**, and its overall size would be adequate for commercial development. **According to the owner, the subject site is approved for independent commercial development.** The client indicates that the subject has approximately 7.5 acres cleared and grubbed, and storm water detention requirements completed for 2.5 acres (located at the front section). The client also indicated that 2.5 acres of land off Nils Way is pad ready for building construction.

Considering the physical characteristics of the property, its zoning and location, the highest and best use of the property is commercial development that is permitted within the IG zoning classification.

7.0 LAND VALUATION – DIRECT COMPARISON APPROACH

7.1 Introduction

The most common method of estimating property value in the subject property's market is the Direct Comparison Approach. In this approach, sales of comparable properties are adjusted for differences from the subject to arrive at an estimate of value.

Sales and listings are typically analyzed based on units of comparison, such as rate per square foot, rate per square metre, etc. In that no two properties are identical, it is necessary to consider the impact upon value of significant items recognized by potential purchasers, such as property rights conveyed, financing terms, conditions of sale, market conditions, location, physical characteristics, highest and best use, motivation, etc. The approach is most reliable when comparable properties are like the subject property in most respects. The greater the difference from the subject to the sales data, the reliability of the data decreases.

In analyzing the comparable market data relative to the subject property, it is necessary to quantify and rationalize the differences from the perspective of the marketplace. There are several methods of accomplishing this.

One method employs the application of quantitative adjustments. While it would be ideal to derive and apply adjustments from the marketplace, this is rarely, if ever, possible due to the lack of comprehensive relevant market evidence (i.e. highly similar property sales and re-sales) upon which to base the adjustments. *Alternatively, the primary factors that influence value are considered for each market data item relative to the subject. Adjustments are applied based on the appraiser's experience and judgement regarding the factor's impact on value. This qualitative approach is applied in this analysis.*

7.2 Estimated Market Value Analysis

As discussed, the highest and best use of the property is for commercial development that is approved under the current zoning regulations. We have researched the subject's general marketing area for similar land sales. Also relevant were active and expired listings of similar parcels of land. While not sold, these properties serve as alternatives to the subject and can set the upper limit of value. **The most relevant sales follow, with the appropriate adjustments, along with a summary schedule outlining individual property characteristics relative to the subject property.**

Sale One		218 Danny Drive, St. John's, NL	
			
VENDOR:		10718 Nfld Inc.	
PURCHASER:		Superior Plus LP	
SALE PRICE:		\$1,500,000	
SALE DATE:		December 2023	
REGISTRATION #:		1097467	
SIZE (ACRES):		3.00	
LAND DESCRIPTION:		Raw and treed land that was generally level when purchased. It required site work/clearing/grubbing.	
INDICATED SALE PRICE PER ACRE:		\$500,000	

Sale Two

234 Danny Drive, St. John's, NL



VENDOR:	Camtacc GP Inc
PURCHASER:	Atlas Structural Systems
SALE PRICE:	\$3,300,000
SALE DATE:	May 2024
REGISTRATION #:	1120186
SIZE (ACRES):	5.00
LAND DESCRIPTION:	Level and cleared land that required limited site work. It was not considered fully pad ready.
INDICATED SALE PRICE PER ACRE:	\$660,000

Sale Three		242 Danny Drive, St. John's, NL	
			
VENDOR:		10718 Nfld Inc.	
PURCHASER:		Boathouse Ventures Inc.	
SALE PRICE:		\$1,930,000	
SALE DATE:		June 2023	
REGISTRATION #:		1075724	
SIZE (ACRES):		3.86	
LAND DESCRIPTION:		Level and cleared land that required limited site work. It was not considered fully pad ready.	
INDICATED SALE PRICE PER ACRE:		\$500,000	

Sale Four

235 Danny Drive, St. John's, NL



VENDOR:	10718 Nfld Inc.
PURCHASER:	Armour Realty Inc.
SALE PRICE:	\$5,747,000
SALE DATE:	January 2022
REGISTRATION #:	1010549
SIZE (ACRES):	16.41
LAND DESCRIPTION:	Level and cleared land that required limited site work. It was not considered fully pad ready.
INDICATED SALE PRICE PER ACRE:	\$350,213

Sale Five

50 Nils Way, St. John's, NL



VENDOR:	H3 Development Ltd.
PURCHASER:	Atlantic Cultivation Limited
SALE PRICE:	\$2,783,500
SALE DATE:	September 2019
REGISTRATION #:	910089
SIZE (ACRES):	5.85
LAND DESCRIPTION:	Cleared land that required site work. It was not considered fully pad ready.
INDICATED SALE PRICE PER ACRE:	\$475,812

Sale Six

80 Kelsey Drive St. John's, NL



VENDOR:	Bristol Development Inc.
PURCHASER:	Government of Canada
SALE PRICE:	\$4,938,120
SALE DATE:	October 2023
REGISTRATION #:	1095602
SIZE (ACRES):	13.30 total/9.50 usable
LAND DESCRIPTION:	Large parcel of cleared and leveled land that required site work. A large section of the land was zoned Open Space (O) and was below grade, with a river running through. It was not considered fully pad ready.
INDICATED SALE PRICE PER (USEABLE) ACRE:	\$519,802

7.3 Comparable Sales Summary Chart

	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6	SUBJECT
Address	218 Danny Drive, St. John's	234 Danny Drive, St. John's	242 Danny Drive, St. John's	235 Danny Drive, St. John's	50 Nils Way, St. John's	80 Kelsey Drive, St. John's	Nils Way
Sale Price	\$1,500,000	\$3,300,000	\$1,930,000	\$5,747,000	\$2,783,500	\$4,938,120	N/A
Date of Sale	December 2023	May 2024	June 2023	January 2022	September 2019	October 2023	Effective November 2024
Acres (Useable)	3.00	5.00	3.86	16.41	5.85	9.50	10.00
Clearing/Leveling	Raw	Full	Full	Full	Full	Full	Partly Cleared/Raw Partly Pad Ready/ Partly Raw
Indicated Price Paid per Acre	\$500,000	\$660,000	\$500,000	\$350,213	\$475,812	\$519,802	
ADJUSTMENTS							
Location	-5%	-5%	-5%	-5%	0%	-5%	
Time	5%	5%	5%	5%	10%	5%	
Size	-20%	-15%	-15%	15%	-15%	0%	
Clearing/Leveling	15%	-5%	-5%	-5%	-5%	-5%	
Net adjustments	-5%	-20%	-20%	10%	-10%	-5%	
Adjusted Unit Rate	\$475,000	\$528,000	\$400,000	\$385,235	\$428,231	\$493,812	

7.4 Reconciliation of Sales Data

The sales presented were in the subject's general marketing area of suburban St. John's and were considered the most relevant transactions to the subject. All appear to be arm's length transactions, with no unusual motivations associated with the buyer or seller. Finally, all transactions have similar commercial zoning to the subject. In analyzing the sales relative to the subject property, consideration was given for individual property differences. Influential factors include location, market fluctuations over time and physical characteristics (clearing/leveling/pad ready land).

7.4.1 Location

As discussed, all sales utilized are in suburban St. John's, commercially zoned and approved for development. Sales 1 through 4 were recent sales in the Galway Industrial Park. This area has superior highway access compared to the subject. Demand for land in Galway appears to be strong and the four sales were adjusted accordingly. Sale 5 is in the subject's immediate area, while Sale 6 was in the Kelsey Drive area. While the land is below grade, the Kelsey Drive area is considered superior to the subject and this sale was adjusted accordingly.

7.4.2 Time/Market Conditions

Market research suggests that commercial land values have not substantially changed in recent years. We have included some dated sales, as they are of relatively similar size and location to the subject. As discussed, the government will be purchasing a significant portion of the development for the construction of a new healthcare facility. **This is considered a positive influence for the area and**

demand for land in the immediate area is anticipated to increase. Adjustments for time/market conditions will be applied to all sales given this recent announcement (November 2024).

7.4.3 Size/Physical Characteristics

The sites vary in size from approximately 3.00 to 16.41 acres of useable land. Sale 6 contained a total of approximately 13.30 acres; however, 3.8 acres of the land was zoned Open Space (river) and not useable. Market trends typically suggest that as site area increases, the unit rate per acre decreases. **The subject's land size at approximately 10.0 acres is larger than typical in the market.** Sales 1 through 3 and Sale 5 were adjusted negatively (smaller sites), whereas Sale 4 was adjusted positively (larger site). The useable area of Sale 6 was similar to the subject; therefore, no adjustment was required.

7.4.4 Site Improvements/Clearing/Levelling/Pad Ready Section

As discussed, according to the client, the subject's site has approximately 7.5 acres of cleared and grubbed land. Storm water detention requirements are completed for 2.5 acres (located at the front section). This land off Nils Way is also considered pad ready for building construction, while the extreme rear and eastern sections of the subject are heavily treed.

As shown in the photographs provided in the sale information charts, Sale One was raw land when purchased and required site work (clearing, grubbing and leveling). This sale was adjusted to reflect the inferior site work compared to the subject.

The remaining sales were cleared, grubbed and generally level. They were considered to have more site work compared to the subject and negative adjustments were therefore applied accordingly.

7.5 Active/Competing Listings

A market investigation revealed several competing sites for sale in the subject's general marketing area. Details pertaining to these listings are shown in the table below. The asking rates from the listings ranged from **\$450,000 to \$893,103 per acre**. Although not sold, these listings provide further general support to the sales analysis. Photographs of these listings are shown in Addendum C.

ACTIVE COMMERCIAL LAND AVAILABLE FOR PURCHASE							
	LISTING 1	LISTING 2	LISTING 3	LISTING 4	LISTING 5	LISTING 6	SUBJECT
Address	10 Edmonds Place	26-28 Bremigens Boulevard	463-467 Torbay Road	7 Bremigens Boulevard	373 Kenmount Road	19 Allston Street	Nils Way
Asking Price	\$1,129,900	\$1,290,000	\$1,295,000	\$1,400,000	\$3,150,000	\$2,835,000	N/A
Listing Date	July 2024	November 2023	November 2021	May 2022	July 2024	November 2022	Effective November 2024
Acres (Useable)	2.00	2.60	1.45	3.00	6.00	6.30	10.00
Clearing/Leveling	Full	Full	None	Full	None	None	Partial
Indicated Asking Price Paid per Acre	\$564,950	\$496,154	\$893,103	\$466,667	\$525,000	\$450,000	

7.6 Estimated Market Value

Following the necessary adjustments of the comparable sales to equate to the subject and the market data analysed above, a unit rate of **\$450,000 per acre** for the subject is considered appropriate, or:

Site Area @ Unit Rate	=	Value
10.0 acres @ \$450,000 per acre	=	\$4,500,000

The above estimate is subject to the Assumptions and Limiting Conditions and the Certificate of the Appraiser contained in this report.

This appraisal critically assumes that:

- 1. Construction of commercial buildings would be permitted by the City of St. John's, with adequate access to water and sewer infrastructure and that public street access off Nils Way is permitted to the rear section of the property.*
- 2. The overall site area and measurements provided by the client are reasonably accurate.*
- 3. The existence of any easements does not adversely affect the property.*
- 4. No on-site or neighbouring sources of environmental contamination or deleterious material affect the property.*
- 5. Storm water detention is in place for the front approximate 2.5-acre section of the property.*
- 6. Approximately 25% of the subject is "pad ready" for construction and 75% of the total area is cleared and partly leveled.*

7.7 Reasonable Exposure Time

Exposure time is the estimated duration a property would be offered on the open market prior to its sale. Considering prevailing market conditions, as well as the subject's location and physical characteristics, a reasonable exposure time to realize the appraised value would have been three to six months as at the effective date, assuming a prudent marketing strategy.

8.0 CERTIFICATE OF THE APPRAISER

I, the appraiser, certify that:

1. I personally inspected the subject property herein described on **November 27, 2024**.
2. The effective date of this appraisal report is November 27, 2024.
3. To the best of my knowledge and belief, the statements of fact contained in this report are correct and have been verified where possible.
4. The reported analysis, opinions and conclusions are unbiased and limited only by the reported assumptions and limiting conditions (whether such conditions are imposed by the terms of this assignment or by the appraiser).
5. I have no past, present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
6. My compensation is not contingent on the reporting of a predetermined market value that favours the cause of the client, the amount of the current market value, the attainment of a stipulated result, or the occurrence of a subsequent event.
7. My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the current Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute of Canada.
8. No one provided significant professional assistance to the appraiser signing this report.
9. The Appraisal Institute of Canada reserves the right to review this report.
10. The Appraisal Institute of Canada has a Mandatory Recertification Program for designated members. As of the date of signing this report, I have fulfilled the requirements of this program.
11. The final estimate of the property's current market value, as defined elsewhere in this report, as of the effective date, **November 27, 2024**, is:

Four Million, Five Hundred Thousand Dollars (\$4,500,000)

The above estimate is subject to the Assumptions and Limiting Conditions and the Certificate of the Appraiser contained in this report.

This appraisal critically assumes that:

1. *Construction of commercial buildings would be permitted by the City of St. John's, with adequate access to water and sewer infrastructure and that public street access off Nils Way is permitted to the rear section of the property.*
2. *The overall site area and measurements provided by the client are reasonably accurate.*
3. *The existence of any easements does not adversely affect the property.*
4. *No on-site or neighbouring sources of environmental contamination or deleterious material affect the property.*
5. *Storm water detention is in place for the front approximate 2.5-acre section of the property.*
6. *Approximately 25% of the subject is "pad ready" for construction and 75% of the total area is cleared and partly leveled.*



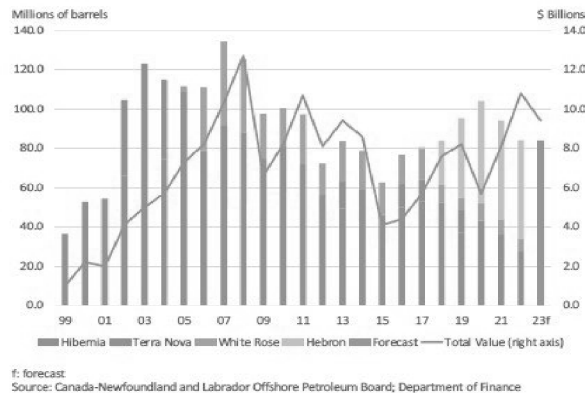
s. 40(1)

Michael Kirkland, BBA, AACI, P. App.
KIRKLAND, BALSOM AND ASSOCIATES - ARA

ADDENDUM A

Economic and statistical data obtained from the Government of Newfoundland and Labrador and various publicly available reports

**Figure 8: Offshore Oil Production
Newfoundland and Labrador, 1999-2023f**



Offshore Oil Production

**Table 3: Real GDP Growth (per cent)
by Province, 2022-23f**

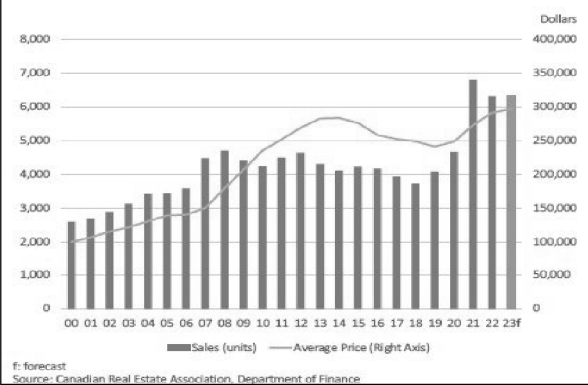
	2022e	2023f
Newfoundland and Labrador*	0.3	2.8
Prince Edward Island	2.4	1.2
Nova Scotia	2.1	0.9
New Brunswick	2.0	0.7
Quebec	2.9	0.4
Ontario	3.4	0.4
Manitoba*	3.6	0.7
Saskatchewan	5.4	1.5
Alberta*	4.8	2.8
British Columbia*	2.8	0.4
Canada	3.4	0.7

Note: Provinces with an asterisks denote actual Budget 2023 estimates/
forecasts that were available at the time of publishing.
e: estimate; f: forecast
Source: Department of Finance; Average of Major Canadian Banks;
Conference Board of Canada; Statistics Canada; Government of Manitoba;
Government of Alberta; Government of British Columbia

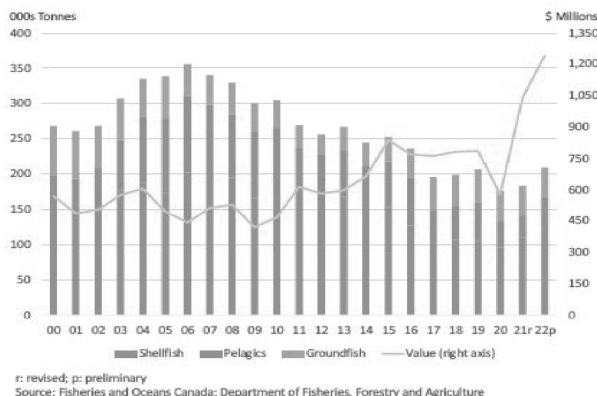


Brent Crude Price Volatility

**Figure 27: Residential MLS® Sales and
Average Price
Newfoundland and Labrador, 2000-2023f**



**Figure 16: Wild Fishery Landings
Newfoundland and Labrador, 2000-22**



**Figure 24: Construction-Related Investment
Newfoundland and Labrador, 2000-22**

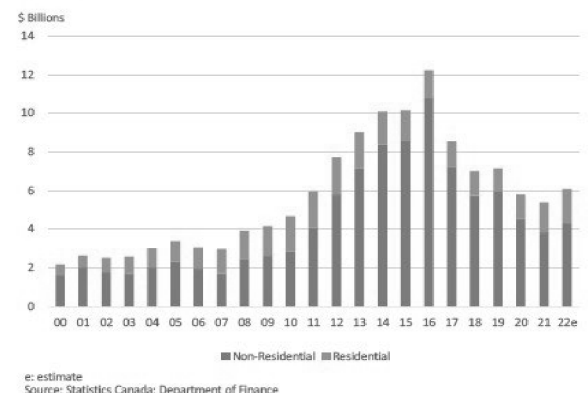
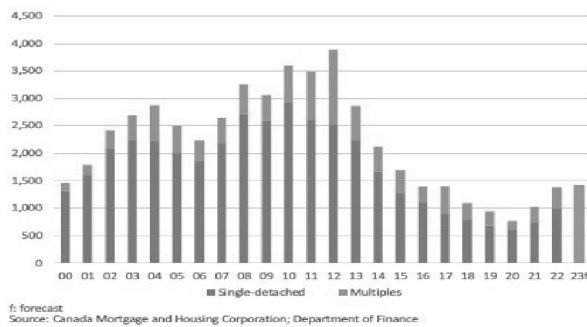


Figure 26: Housing Starts
Newfoundland and Labrador, 2000-23f



New Home Construction, St. John's
Department of Finance

Figure 27: Residential MLS® Sales and Average Price
Newfoundland and Labrador, 2000-2023f

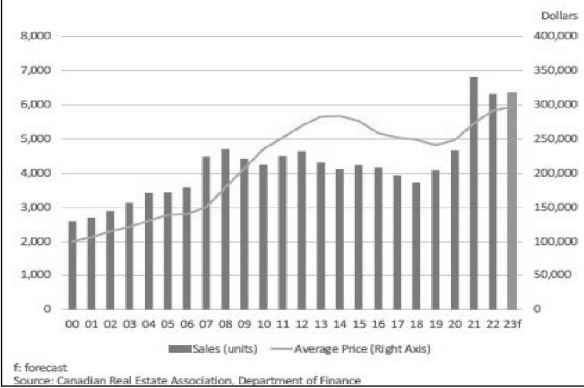


Table 4: Provincial Economic Indicators

	2020	2021e	2022f	2023f	2024f	2025f	2026f
GDP at Market Prices (\$M)	31,580	38,509	39,906	38,703	39,450	39,965	41,367
% Change	-10.7	21.9	3.6	-3.0	1.9	1.3	3.5
% Change, real	-5.4	3.5	0.5	3.4	2.6	1.1	2.3
Final Domestic Demand* (\$M)	32,859	35,219	36,719	37,670	37,999	39,065	39,595
% Change	-6.9	7.2	4.3	2.6	0.9	2.8	1.4
% Change, real	-8.1	4.1	1.4	1.1	-0.7	1.0	-0.3
Household Income (\$M)	26,691	27,662	28,542	29,036	29,889	30,715	31,419
% Change	1.9	3.6	3.2	1.7	2.9	2.8	2.3
% Change, real	1.7	0.0	-0.7	0.0	1.2	0.6	0.6
Household Disposable Income (\$M)	18,015	18,611	19,132	19,422	19,896	20,534	21,008
% Change	4.3	3.3	2.8	1.5	2.9	2.7	2.3
% Change, real	4.1	-0.3	-1.1	-0.2	1.2	0.6	0.7
Retail Sales (\$M)	9,124	10,094	10,446	10,497	10,636	10,868	11,075
% Change	1.4	10.6	3.5	0.5	1.3	2.2	1.9
% Change, real	1.0	6.4	0.4	-0.5	0.0	0.6	0.7
Consumer Price Index (2002=100)	139.6	144.7	150.4	153.0	155.6	158.9	161.5
% Change	0.2	3.7	3.9	1.7	1.7	2.1	1.6
Capital Investment (\$M)	7,236	7,537	7,901	8,544	8,574	9,212	9,314
% Change	-20.9	4.2	4.8	8.1	0.4	7.4	1.1
% Change, real	-21.6	-0.1	1.6	7.9	-1.1	5.5	-0.6
Housing Starts	763	1,022	1,090	1,040	1,103	1,154	1,196
% Change	-19.3	33.9	6.7	-4.6	6.1	4.7	3.6
Employment ('000s)	214.0	220.1	225.9	226.6	230.0	231.6	231.6
% Change	-5.7	2.9	2.6	0.3	1.5	0.7	0.0
Labour Force ('000s)	249.1	252.7	255.8	256.1	257.8	258.7	258.3
% Change	-3.7	1.4	1.2	0.1	0.7	0.3	-0.1
Unemployment Rate (%)	14.1	12.9	11.7	11.5	10.8	10.5	10.3
Participation Rate (%)	55.9	56.7	57.1	57.0	57.2	57.3	57.1
Population ('000s)	521.4	520.6	522.8	522.9	523.5	523.8	524.1
% Change	-0.4	-0.2	0.4	0.0	0.1	0.1	0.1

* Final domestic demand measures demand in the local economy by summing consumption, investment and government expenditures; it excludes net exports.

e: estimate; f: forecast; Department of Finance, April 2022
Source: Statistics Canada; Department of Finance

ADDENDUM B
Industrial General (IG)
Zoning Uses and Regulations

10-86

INDUSTRIAL GENERAL (IG) ZONE

IG

(1) PERMITTED USES, except *Freshwater Bay*

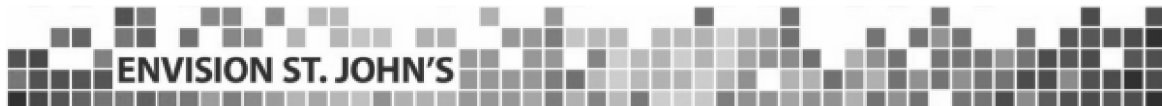
Accessory Building	Pipe Storage Yard
Accessory Dwelling Unit	Public Use
Car Wash	Recycling Depot
Commercial Garage	Restaurant, only at Pier 7 (PID #351587, 22880)
Craft Brewery/Distillery	Transportation Depot
Food and Beverage Processing	Transportation Terminal
Industrial Use	Warehouse
Light Industrial Use	Wharves and Stages
Lounge, only at Pier 7 (PID #351587, 22880)	

(2) DISCRETIONARY USES, except in *Freshwater Bay*

Heritage Use (2022-05-27)	Pedway (2022-10-14)
Mineral Working	Recreational Use
Park	Salvage Yard
Parking Lot	Wind Turbine – Small Scale
Parking Garage	

(3) PERMITTED USES, FRESHWATER BAY

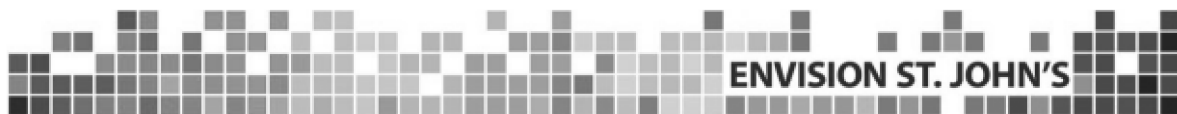
- (a) Industrial offshore oil and gas exploration and development service base, together with related docking, loading, repair, storage, maintenance, and administrative facilities and compatible Uses



(4) ZONE STANDARDS, EXCEPTING PARK, PARKING LOT, PUBLIC USE, PUBLIC UTILITY, AND FRESHWATER BAY

- | | | |
|-----|--|--|
| (a) | Lot Area (minimum) | 1800 metres square (2022-05-27) |
| (b) | Lot Frontage (minimum) | 45 metres (2022-05-27) |
| (c) | Building Line (minimum) | 20 metres (2022-05-27) |
| (d) | Building Height (maximum),
except Lots abutting the
shore line or on Harbour Drive | 18 metres |
| (e) | Building Height (maximum),
Lots abutting the shore line
or on Harbour Drive | 14 metres |
| (f) | Side Yards (minimum) | Two of 3 metres, except on a corner Lot
where the Side Yard abutting the Street
shall be 6 metres. (2022-05-27) |
| (g) | Rear Yard (minimum) | 6 metres (2022-05-27) |

(5) ZONE STANDARDS FOR PARK, PUBLIC USE, PUBLIC UTILITY, PARKING LOT AND FRESHWATER BAY SHALL BE IN THE DISCRETION OF COUNCIL.



ADDENDUM C
Photographs of Competitive Listings



Competitive Listing One – 10 Edmonds Place



Competitive Listing Two – 26-28 Bremigens Boulevard



Competive Listing Three – 463-467 Torbay Road



Competive Listing Four – 7 Bremigens Boulevard



Competive Listing Five – 373 Kenmount Road



Competive Listing Six – 19 Allston Street

From: Warren, Lisa
Sent: Monday, February 3, 2025 8:42 AM
To: Carroll, Michael, Bursey, Robyn
Subject: RE: Deed of Conveyance

Great thanks!

From: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Sent: Monday, February 3, 2025 8:40 AM
To: Warren, Lisa <LisaWarren@gov.nl.ca>; Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Deed of Conveyance

From: Warren, Lisa <LisaWarren@gov.nl.ca>
Sent: Monday, February 3, 2025 8:38 AM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Deed of Conveyance

Thanks Michael and Robyn. We just need the counter-signed purchase and sale agreement now – version signed by GNL – when you have it. Thanks, Lisa

From: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Sent: Sunday, February 2, 2025 9:22 AM
To: Bursey, Robyn <rbursey@gov.nl.ca>; Warren, Lisa <LisaWarren@gov.nl.ca>
Subject: RE: Deed of Conveyance

Hi Lisa,
Please see the attached.

Thanks.

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: Friday, January 31, 2025 5:21 PM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Warren, Lisa <LisaWarren@gov.nl.ca>
Subject: Deed of Conveyance

Hi Michael,

Could you please send along a copy of the H3 property deed of conveyance to Lisa Warren who I copied on this email.

Thanks

Robyn

From: Carroll, Michael
Sent: Monday, February 3, 2025 8:40 AM
To: Warren, Lisa, Bursey, Robyn
Subject: RE: Deed of Conveyance
Attachments: H3 agreement of purchase and sale signed.pdf Attachment can be found on pages 13-36

From: Warren, Lisa <LisaWarren@gov.nl.ca>
Sent: Monday, February 3, 2025 8:38 AM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Deed of Conveyance

Thanks Michael and Robyn. We just need the counter-signed purchase and sale agreement now – version signed by GNL – when you have it. Thanks, Lisa

From: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Sent: Sunday, February 2, 2025 9:22 AM
To: Bursey, Robyn <rbursey@gov.nl.ca>; Warren, Lisa <LisaWarren@gov.nl.ca>
Subject: RE: Deed of Conveyance

Hi Lisa,
Please see the attached.

Thanks.

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: Friday, January 31, 2025 5:21 PM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Warren, Lisa <LisaWarren@gov.nl.ca>
Subject: Deed of Conveyance

Hi Michael,

Could you please send along a copy of the H3 property deed of conveyance to Lisa Warren who I copied on this email.

Thanks

Robyn

From: Bursey, Robyn
Sent: Friday, January 31, 2025 4:48 PM
To: Carroll, Michael
Subject: H3
Attachments: Scanned from a Xerox Multifunction Printer.pdf

-----Original Message-----

From: Xerox5955@gov.nl.ca <Xerox5955@gov.nl.ca>
Sent: Friday, January 31, 2025 4:40 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: 5\Confederation\St. John's\NL\CAN\
Device Name: XRX9C934E611156

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

AGREEMENT OF PURCHASE AND SALE

BETWEEN: H3 DEVELOPMENT LIMITED, a body corporate duly incorporated pursuant to the laws of Newfoundland and Labrador

("H3")

AND: HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure

("NL")

WHEREAS H3 is the legal and beneficial owner of the Subject Lands (as hereinafter defined).

AND WHEREAS H3 and NL entered into a MOU on October 26, 2024, extended by mutual agreement on November 23, 2024, which set out their preliminary understandings with respect to the purchase and sale of the Subject Lands;

AND WHEREAS H3 has agreed to sell and NL has agreed to purchase the Subject Lands as described in Schedule A attached hereto;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Parties, and in further consideration of conditions set out in this Agreement the Parties hereto covenant and agree as follows:

1. DEFINITIONS

- (a) "Agreement" means this entire Agreement of Purchase and Sale, including Schedules A, B and C..
- (b) "Parties" means NL and H3.
- (c) "Closing Date" means the date upon which the Parties shall complete a Conveyance of the Subject Lands in accordance with the terms and conditions of this Agreement;
- (d) "Agreement Date" means the date this Agreement is executed by NL;
- (e) "Conveyance" means a conveyance by Deed of Conveyance from H3 to NL of all right, title and interest of H3 in the Subject Lands.

- (f) "Donated Lands" means the lands referred to in Clause 6 comprised of 10 acres which lands shall be donated to NL by H3.
- (g) "Environmental Laws" shall have the meaning as set out in clause 7 (a).
- (h) "Hazardous Substances" means any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be "hazardous", a "pollutant", "toxic", "deleterious", "caustic", "dangerous", a "waste", a "hazardous material", a "source of contamination" or analogous substances including, without limitation, petroleum products, and petroleum-derived substances, polychlorinated biphenyls, and flammable and radioactive materials.
- (i) "Joint Ownership, Service and Access Agreement" means the agreement attached hereto as Schedule "B".
- (j) "Purchased Lands" means the lands referred to in Clause 6 which lands shall be purchased by NL from H3 on the terms and conditions contained herein.
- (k) "Subject Lands" means collectively the Donated Lands and the Purchased Lands which lands are described in Schedule "A", comprised of a total area of 64.764 acres, including all structures and erections contained on, over or under the Subject Lands, subject to any easements and rights of way located on, over or under the Subject Lands.

2. GENERAL

- (a) Words importing the singular may include the plural, and words denoting the masculine may include all other genders, if the context so requires.
- (b) The Subject Lands shall remain at the risk of H3 until the Closing Date;
- (c) For the purposes of this Agreement, the term "NL" shall be deemed to include servants, officials, employees, contractors, and agents of the His Majesty the King in Right of Newfoundland and Labrador;
- (d) This Agreement shall be binding upon the Parties hereto and their respective administrators and assigns.
- (e) All time frames noted as 'days' herein are deemed to be business days (Monday to Friday – excluding statutory and civic holidays) unless otherwise specified;
- (f) H3 and NL acknowledge and agree that any information supplied to it by the other party in respect of the transaction contemplated hereunder, and which is not in the public domain, is confidential and shall not be disclosed to any third party, other than its professional advisors, or used for any other purposes whatsoever except to comply with a court order or a provision of the *Access to Information and Protection of Privacy Act*.

- (g) Any failure of NL or H3 to insist upon strict performance of or compliance with any of the covenants, terms or conditions contained in this Agreement or any subsequent Conveyance shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default by either party;
- (h) Any failure of NL to insist upon strict performance of or compliance with the laws of NL and the City of St. John's, shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that, NL may have or a waiver of any subsequent breach or default by H3;
- (i) The order of the sections of this Agreement shall not signify any particular order of importance in contemplation or enforcement of this Agreement or in the event of a dispute respecting this Agreement;
- (j) If any covenants, terms, or conditions of this Agreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining covenants, terms, and conditions of this Agreement shall not be affected or impaired in any way;
- (k) H3 shall not assign any of its rights or obligations under this Agreement.
- (l) The headings to the Articles hereto have been inserted for convenience of reference only and are not to be used in the interpretation of this Agreement.
- (m) Notwithstanding the provisions of this Agreement requiring the giving of notice by way of certified mail, it is understood and agreed between the parties hereto that notice may be given by way of personal service, whether it be a time of mail service disruption or otherwise, upon an officer or responsible employee of the party to be notified.
- (n) Time shall in all respects be of the essence in this Agreement.
- (o) This Agreement contains the entire Agreement between H3 and NL as to the sale of the Subject Lands, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the subject matter hereof. This Agreement cannot be changed in any way except by a written instrument signed by the Parties hereto.
- (p) This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
- (q) Executed PDF or fax copies of this Agreement have the same binding effect as the original executed Agreement.

3. CLOSING DATE

H3 and NL agree that the Closing Date shall be **Friday, January 31, 2025** (the "Closing Date").

4. DEPOSIT

On October 30, 2024 NL paid a deposit to H3 in the amount of two million, two hundred and ninety-five thousand dollars (\$2,295,000.00) (the "Deposit"). If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons other than issues related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be paid to H3. If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be returned to NL within three (3) days of a written request from NL.

5. PURCHASE PRICE

NL and H3 agree that the purchase price of the Subject Lands shall be four hundred and twenty-five thousand dollars (\$425,000.00) per acre for the 54.764 acres being purchased for a total of twenty-three million, two hundred and seventy-four thousand and seven hundred dollars (\$23,274,700.00) (the "Purchase Price") minus the Deposit for a total sum of twenty million nine hundred and seventy-nine thousand and seven hundred dollars (\$20,979,700.00) to be paid by NL to H3 on or before the Closing Date. H3 and NL agree that the Purchase Price shall be adjusted up or down once the exact measurements of the Subject Lands are confirmed by a survey.

6. H3 DONATION

- (a) On the Closing Day H3 shall donate to NL the Donated Lands consisting of ten (10) acres which are included in the Subject Lands as more particularly described in Schedule "A" in return for an official income tax receipt for four million, two hundred and fifty thousand dollars (\$4,250,000.00) representing a price of four hundred and twenty-five thousand dollars (\$425,000.00) per acre. NL shall provide the income tax receipt requested once H3 has provided to NL an appraisal/assessment completed by an independent party confirming that four hundred and twenty-five thousand dollars (\$425,000.00) per acre represents market value.
- (b) In the event the transaction contemplated herein does not close, it is the intention of H3 to donate 10 acres of land to NL for the purpose of the construction of a hospital, H3 shall have the unfettered right to identify the 10 acre parcel located in Kenmount Crossing to ensure that such location does not compromise or negatively impact the current development infrastructure and design and any changes required thereto. Such donation shall be subject to the terms and conditions identified in 6(a) and 11(c) herein.

7. ENVIRONMENTAL MATTERS

The following representations and warranties of H3 shall apply:

- (a) H3 has been and is in compliance with all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws, and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substance ("Environmental Laws");
- (b) H3 has not used or permitted to be used, except in compliance with all Environmental Laws, the Subject Lands to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (c) Other than identified in the Phase 1 Environmental Site Assessment Report referred to in Clause 9 herein, H3 has never received any notice of, nor has been prosecuted for any offence alleging, non-compliance with any Environmental Laws, and H3 has not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Subject Lands nor has H3 received notice of any of the same;
- (d) H3 has not caused or permitted, nor does it have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from the Subject Lands. Any Hazardous Substances and all other wastes and other materials and substances used in whole or in part by H3 on the Subject Lands has been disposed of, treated and stored in compliance with all Environmental Laws.

8. REPRESENTATIONS AND WARRANTIES OF H3

H3 represents and warrants to NL, to the best of its knowledge, as of the date hereof (and will represent and warrant to NL as of the Closing Date) and acknowledges that NL is relying upon such representations and warranties in connection with its purchase of the Subject Lands, as follows:

- (a) Title to Real Property - H3 has the exclusive right to possess, use and occupy the Subject Lands, and has good and marketable title in fee simple to the Subject Lands, free and clear of all liens, charges, encumbrances and securities except as to any registered restrictions or covenants that run with the land and satisfactory to NL and any existing electrical or communications infrastructure which is located on, over or under the Subject Lands by way of formal or implied easement;
- (b) The current uses of the Subject Lands comply with all regulations, statutes, enactments, laws and by-laws including, without limitation, those dealing with zoning, parking, access fire and public health and safety and Environmental Laws;
- (c) No alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Subject Lands

by any municipal, provincial or other competent authority, which alteration, repair, improvement or other work has not been completed, and H3 knows of no written notification having been given to it of any such outstanding work being ordered, directed or requested, other than those that have been complied with;

- (d) All accounts for work and services performed and materials placed or furnished upon or in respect of the Subject Lands have been fully paid and satisfied, and no person is entitled to claim a lien under any construction or repairer's lien legislation or similar legislation against the Subject Lands or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;
- (e) There is nothing owing in respect of the Subject Lands by H3 to the City of St. John's or to any other corporation or commission owning or operating a public utility for water, electrical power, other than current accounts in respect of which the payment due date has not yet passed;
- (f) No part of the Subject Lands has been taken or expropriated by any federal, provincial, municipal or other competent authority nor has any notice or proceeding in respect thereof been given or commenced;
- (g) The Subject Lands are in good condition and are suitable for the purposes for which they are currently being used;
- (h) The Subject Lands are fully serviced as detailed in the as-built drawings in Schedule "A" and has suitable access to public roads, and there are no outstanding levies, charges or fees assessed against the Subject Lands by any public authority (including development or improvement levies, charges or fees).
- (i) This Agreement has been duly executed and delivered by H3 and is a legal, valid and binding obligation of H3, enforceable against H3 by NL in accordance with its terms.
- (j) H3 is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

9. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

H3 shall provide to NL the Phase 1 Environmental Site Assessment report in its possession concerning the Subject Lands and allow sufficient time to review the report before the Closing Date.

10. INFRASTRUCTURE OBLIGATIONS

a) Connection of the NL's facility to the water, sewer and storm sewer services are at NL's cost and shall be connected to the services located adjacent to the Subject Lands in the center of the streets. All connections to the services shall comply with all applicable codes and best industry practices including any specific requirements of the City of St. John's.

b) NL is responsible for any repairs to the street, curb and gutter, sidewalk, or adjacent properties, that may be necessary upon the servicing of the Subject Lands. These repairs must be approved and accepted by the City of St. John's.

(c) NL agrees that its engineers will consult and work with the engineers of H3 to ensure that NL's grading plan is in keeping with the grading plan of the development area and those of neighbouring properties and that NL's grading plan does not negatively impact upon such developed area or neighbouring properties.

(d) During the period NL is connecting to the existing water main NL shall:

(i) Coordinate and organize work to minimize interruptions to existing services.

(ii) Notify the Vendor and surrounding building occupants who may be affected a minimum of 24 hours in advance of planned interruptions in service.

(iii) Shall not interrupt water service except between 10:00am and 4:00pm local time, unless otherwise authorized by the City of St. John's.

(iv) Notify the Vendor, the City of St. John's Environmental Services Division and St. John's Regional Fire Department of any planned or accidental interruption in water service occurs.

11. REPRESENTATIONS AND WARRANTIES OF NL

NL represents and warrants to H3 as of the date hereof (and will represent and warrant to H3 as of the Closing Date) and acknowledges that H3 is relying upon such representations and warranties in connection with its sale of the Subject Lands, as follows:

(a) NL is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

(b) This Agreement and the HST Indemnity to be provided by NL under this Agreement, when executed, will be duly executed and delivered by NL and will be a legal, valid and binding obligation of NL, enforceable against NL by H3 in accordance with its terms.

12. H3 and NL agree that there will have to be significant upgrades to the Subject Lands, adjacent properties and the general area in order to facilitate the intended use of the property and to accommodate H3's general development of the area. NL shall be solely responsible for the following: services (including water and sewer and related water management obligations), fire fighting requirements, grading, site services and development requirements for the Subject Lands. NL also agrees that as of the date of signing of the MOU it will be responsible for any and all upgrades or changes to the

existing and proposed access roads, including the intersections with Kenmount Road and any related traffic changes or requirements, that are specifically required by the City of St. John's as a direct result of NL's proposed development of a healthcare campus inclusive of a hospital on the Subject Lands. H3 agrees that it shall be responsible for all road development associated with Street 'A' and Captain Prim Drive as outlined in Schedule 'C' attached. The Parties agree that this clause shall survive the closing of this transaction.

13. CLOSING REQUISITIONS OF NL

- (a) On or before the Closing Date, H3 shall deliver to NL a deed in proper form for registration, conveying good and marketable title to the Subject Lands, not subject to any liens, charges, security, encumbrances or title exceptions of any kind whatsoever.
- (b) On or before the Closing Date, H3 shall deliver to NL evidence of any approvals necessary for H3 to complete the sale of the Subject Lands.
- (c) H3 shall deliver prior to Closing such certificates in form and substance satisfactory to NL's solicitor, acting reasonably, showing no proceedings, registrations, assessments, claims, demands, levies or amounts outstanding in respect of or under, but not limited to the following:
 - (i) A judgement enforcement clearance;
 - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
 - (iii) A corporate resolution approving the transaction;
 - (iv) A certificate of good standing from the Registry of Companies;
 - (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
 - (vi) Clearance letter with respect to the Labour Standards Act;
 - (vii) Clearance letter with respect to the Bank Act;
 - (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
 - (ix)
- (d) H3 shall have delivered to NL a current survey for the, Donated Lands, Purchased Lands and the Subject Lands, acceptable to NL's counsel, such survey shall accurately describe the parcels as they presently exists and shall show no encroachments on the Subject Lands and that no part of the Subject Lands encroaches upon property owned by any others.

- (e) All other terms of this Agreement have been complied with on the Closing Date.

14. CLOSING REQUISITIONS OF H3

- (a) The Purchase Price in accordance with clause 5.
- (b) If applicable, NL shall deliver to H3 on the Closing Date, a certificate confirming that it will remit the HST payable on this transaction directly to the Canada Revenue Agency and shall indemnify H3 in respect thereof.
- (c) Executed copy of the Joint Access and Ownership agreement referred to in Clause 15(ix).

15. TAX

With respect to HST payable pursuant to the Act, the Parties covenant and agree that since NL is a registrant for purposes of the Excise Tax Act (Canada), on the Closing Date H3 shall not collect HST from NL in respect of this transaction and NL shall file returns and remit such HST to the appropriate governmental authority when and to the extent required by the Act and NL shall provide to H3 on closing an Indemnity in a form satisfactory to H3.

16. EXPIRY OF AGREEMENT

If a Conveyance of the Subject Lands is not finalized by the Closing Date, unless the Closing Date is extended by mutual agreement, this Agreement shall be deemed terminated and of no force or effect whatsoever and no fault or liability shall rest against NL or H3 as a result.

17. INSPECTION BY NL

- (a) Prior to the Closing Date, NL shall be fully liable and responsible, entirely at its own expense, to conduct any necessary consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to:
 - (i) The amount of taxes, rates or assessments which may now be and which may continue to be applicable against the Subject Lands after the Closing Date;
 - (ii) The environmental condition of the Subject Lands. NL may conduct any additional environmental assessments, including Phase I and Phase II assessments, as NL deems necessary to ensure that the Subject Lands complies with all environmental standards, which assessments will be at NL's own cost. NL shall notify H3 of any environmental assessments to be conducted by it and this Agreement shall be conditional on the completion of such assessments prior to the Closing Date and NL's satisfaction with the results thereof.

- (iii) The condition of any structures or erections located on, over or under the Subject Lands;
 - (iv) The condition and suitability of the Subject Lands for any existing or intended development, use, possession, or occupation;
 - (v) Any Federal, Provincial, Municipal, and other regulatory approvals or permits which may be required to carry out any development, use, possession, or occupation of the Subject Lands;
 - (vi) Ingress, egress, and access to the Subject Lands;
 - (vii) The boundaries of the Subject Lands;
 - (viii) Any rights of way, easements, reservations, encumbrances, or encroachments which may exist on, over or under the Subject Lands;
 - (ix) A review of the Joint Ownership, Service and Access Agreement
- (b) If required, NL may request access to the Subject Lands at any time from 8 am to 5 pm Monday to Friday between the Agreement Date and the Closing Date, excluding statutory and civic holidays, to conduct any consultation, testing, assessment, or inspection required to satisfy itself with respect to section 7(a).
- (c) NL may commission, entirely at its own expense, any contractors which may be necessary or required to conduct any consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to section 7(a). NL shall ensure that its contractors hold all necessary liability insurance policies required for entry and work on the Subject Lands and H3 shall hold no liability or responsibility in this regard.
- (d) If intrusive consultation, testing, assessment, or inspection is required:
- (i) Prior to any consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, obtain all necessary regulatory approvals and permits to carry out such testing, assessment, and inspection;
 - (ii) During consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, ensure that the Subject Lands is properly secured in accordance with all applicable safety and engineering standards and guidelines;
 - (iii) During consultation, testing, assessment, and inspection, NL and its contractors shall immediately terminate any testing, assessment, or inspection if any environmental contamination or historical artifacts or objects are suspected, found or identified on or under the Subject Lands;
 - (iv) Upon conclusion of consultation, testing, assessment or inspection, NL and its contractors shall ensure that the Subject Lands are restored as close as reasonably possible to the condition existing upon entry.

18. WITHDRAWAL FROM AGREEMENT

NL may withdraw from this Agreement in writing at any time between the Agreement Date and the Closing Date if it is not satisfied with H3's title to the Subject Lands or because it is not satisfied with the environmental condition of the Subject Lands.

19. CONDITIONS OF CONVEYANCE

(a) Conveyance of the Subject Lands to NL shall be:

- (i) Subject to this Agreement of Purchase and Sale;
- (ii) Subject to all formal and implied easements and rights of way located on, over or under the Subject Lands which may or may not be identified on the schedules attached hereto;
- (iii) Inclusive of all structures and erections contained on, over or under the Subject Lands;

20. TAXES AND ASSESSMENTS

Up to the Closing Date, H3 shall be responsible for any applicable taxes, rates, and assessments on the Subject Lands.

21. CONFLICT OF INTEREST

No member, employee, official, agent or contractor of NL shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

22. COSTS

The Parties shall be fully responsible for their own costs in this matter, including any costs associated with the current or future use of the dispute resolution options outlined in this Agreement.

23. **NON-AGENCY**

This Agreement does not provide H3 with a right to speak, represent or act on behalf of NL.

24. **DISPUTE RESOLUTION**

In the event of a disagreement or dispute between the Parties arising from this Agreement either before or after the Closing Date, the Parties shall resolve any disagreement(s) or dispute(s) in the order as follows:

- (i) Through good faith negotiations;
- (ii) Through mediation;
- (iii) Through proceedings in Court;

25. **NOTICE**

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) If to H3:

Attention:

Phone:

Email:

- (ii) If to NL:

Government of Newfoundland and Labrador

Department of Transportation and Infrastructure

Attention: Michael Carroll

Director - Planning and Accommodations

(709) 729 2892

michaelcarroll@gov.nl.ca

or to such other address as either party may designate to the other in written notice.

- (b) Any such notice or other communication shall be deemed to have been delivered and received one day after dispatch if sent by overnight delivery, delivered and received on the day on which it was hand delivered or transmitted electronically (or, if such day is not a Business Day or if such notice is delivered or transmitted after 5:00 p.m., it shall be deemed to have been delivered and received on the following Business Day) or, if mailed, on the fifth Business Day following the date of mailing; provided however, that if at the time of mailing or within five Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by facsimile or electronic means as set out above.
- (c) Either party may at any time change its address for receipt of such notice and other communications from time to time by giving notice to the other party in accordance with this clause.

26. DOCTRINE OF MERGER

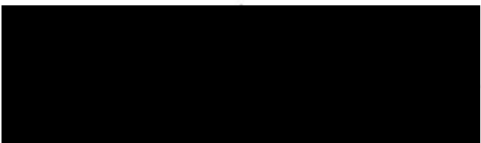
The representations, warranties and covenants contained herein shall not merge but shall survive the Closing Date. The doctrine of merger shall not apply hereto and this Agreement shall remain in full force and effect notwithstanding the sealing, issuing or delivery of the Conveyance.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Parties by their duly authorized officers on their behalf: H3 DEVELOPMENT LIMITED

SIGNED, SEALED AND DELIVERED by H3 DEVELOPMENT LIMITED on this 31 day of

Jan, 2025 in the presence of:

WITNESS



WITNESS

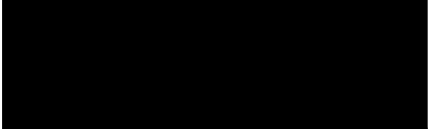
GLENN HICKEY, President



BERT HICKMAN, Vice-President

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

SIGNED, SEALED AND DELIVERED by the Deputy Minister of Transportation and Infrastructure for the Minister of Transportation and Infrastructure on this 31st day of JANUARY, 2025, in the presence of:

 s. 40(1)

WITNESS

Bairstow, NL

 s. 40(1)

DEPUTY MINISTER



Schedule “A”

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John’s, NL**

All that piece or parcel of land situate and being at the city of St. John’s, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

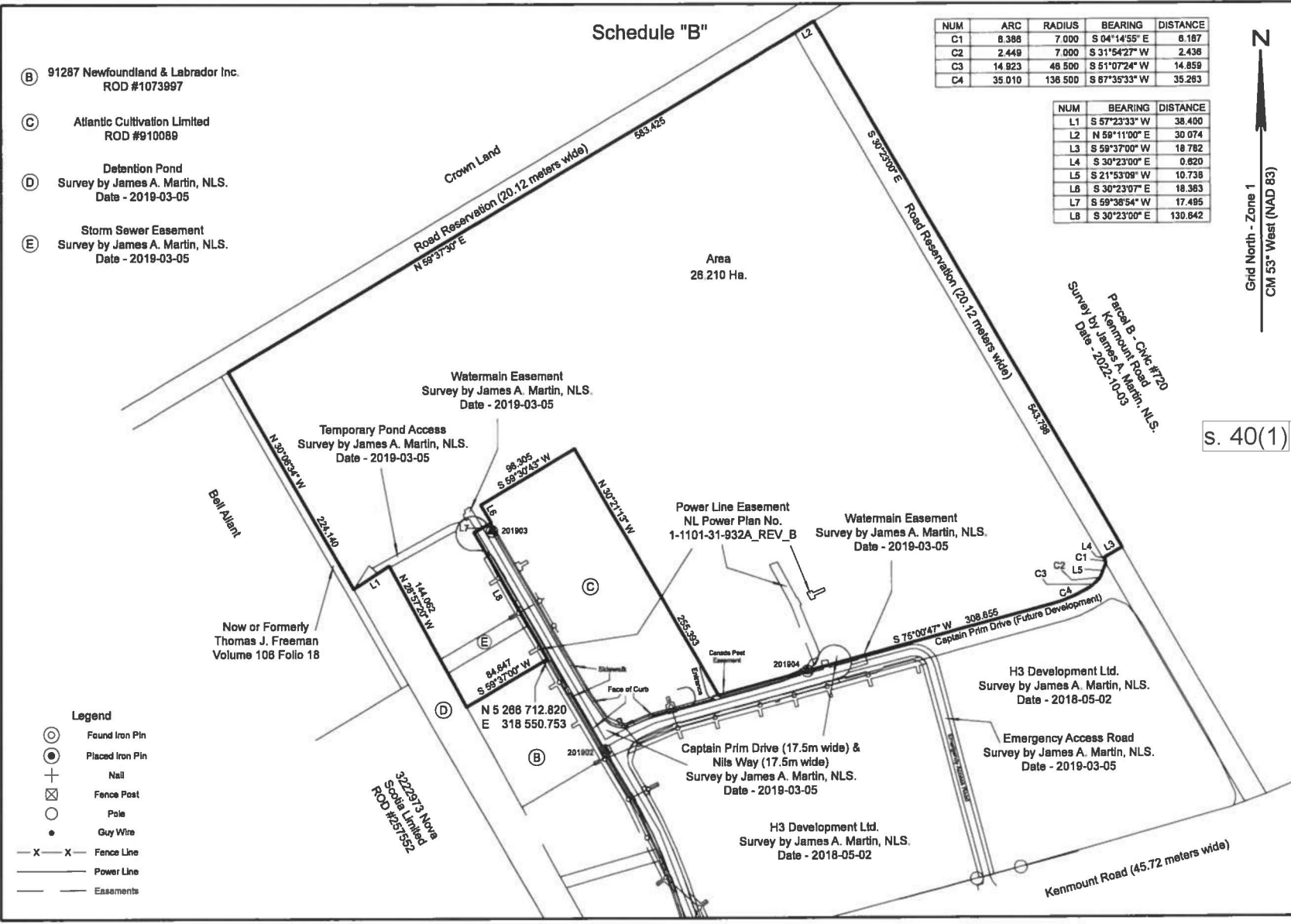
Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters



NUM	ARC	RADIUS	BEARING	DISTANCE
C1	8.388	7.000	S 04°14'55" E	8.187
C2	2.449	7.000	S 31°54'27" W	2.438
C3	14.923	48.500	S 51°07'24" W	14.859
C4	35.010	138.500	S 87°35'33" W	35.263

NUM	BEARING	DISTANCE
L1	S 57°23'33" W	38.400
L2	N 59°11'00" E	30.074
L3	S 59°37'00" W	18.782
L4	S 30°23'00" E	0.620
L5	S 21°53'09" W	10.738
L6	S 30°23'07" E	18.383
L7	S 59°38'54" W	17.485
L8	S 30°23'00" E	130.842

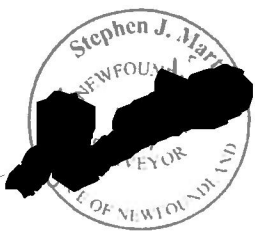
N
Grid North - Zone 1
CM 53° West (NAD 83)

- (B) 91287 Newfoundland & Labrador Inc.
ROD #1073997
- (C) Atlantic Cultivation Limited
ROD #910089
- (D) Detention Pond
Survey by James A. Martin, NLS.
Date - 2019-03-05
- (E) Storm Sewer Easement
Survey by James A. Martin, NLS.
Date - 2019-03-05

- Legend
- Found Iron Pin
 - Placed Iron Pin
 - Nail
 - Fence Post
 - Pole
 - Guy Wire
 - X - X - Fence Line
 - Power Line
 - Easements

Martin Surveys
& Land Services Inc.
P.O. Box 1088, Torbay, NL
A1K 1K7
Phone : 437-8593
www.martinsurveys.com

Unauthorized use or alteration is prohibited by law as outlined in THE COPYRIGHT ACT. This plan certifies the information shown as of November 1, 2024 and only as of that date.



Stephen J. Martin, NLS.

H3 Development Survey
Nils Way & Captain Prim Drive
St. John's - NL

Date	2024-11-01
Survey By	SM / CM
Scale	1:4000
Job Number	028-2016
Revision Number	00
Control Used	026558
Scale Factor	0.999873

JOINT OWNERSHIP, SERVICE AND ACCESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025 (the “*Agreement*”).

BETWEEN:

H3 DEVELOPMENT LTD., a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*H3*”)

OF THE ONE PART

AND:

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

(hereinafter called the “*Purchaser*”)

OF THE SECOND PART

AND: **51633 NEWFOUNDAND & LABRADOR INC.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*51633*”)

OF THE THIRD PART

AND; **CANADIAN AUTO RECYCLING LTD.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*Canadian Auto*”)

OF THE FOURTH PART

AND; **THE COLLISION CLINIC LIMITED**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called “*Collision Clinic*”)

OF THE FIFTH PART

(hereinafter collectively called the “*Parties*”)

(For the purposes of this Agreement 51633, Canadian Auto and Collision Clinic shall be collectively referred to as “*Guarantors*”)

ARTICLE 1 – OWNERSHIP OF THE PRIVATE WATER SYSTEM

- 1.1 Subject to the Deed of Conveyance to the Property, H3 will retain ownership, jointly with all lot owners in the Development, of the Private Water System and each owner shall be jointly and severally responsible for the ownership, operation and maintenance thereof. The Deed of Conveyance shall convey the Property to the Purchaser together with an undivided interest in the Private Water System. Each lot purchaser will be required to sign an agreement in the same form as this Agreement, and the Deed for every lot will include an undivided ownership interest in the Private System. This Agreement confirms the transfer of ownership of all real and personal property that forms part of the Private Water System from H3 to all lot owners Jointly, and the Parties agree to execute any further documents required to effect the intended transfer or any other transfers/obligations set forth in this Agreement.
- 1.2 The Private Water System shall be utilized to deliver water to the Property and Kenmount Crossing until such time that Kenmount Crossing has water delivered to it by a gravity-fed water tower or such other means that has been accepted by the City of St. John's (hereinafter called the "**Municipal System**").
- 1.3 In the event that a Municipal System is accepted by the City the Private Water System shall be either decommissioned or transferred to the City of St. John's for the consideration of One Dollar (\$1.00) and this Agreement shall be null and void at the time of transfer. The Purchaser hereby agrees to transfer any ownership rights to the Private Water System to the City, on demand of the City, for One Dollar (\$1.00).
- 1.4 A Municipal System, if accepted by the City, will be owned and maintained by the City of St. John's.
- 1.5 For greater certainty, the City of St. John's has no ownership interest in, or responsibility for, the Private Water System nor does the City of St. John's have any obligations, contractual or otherwise, to operate, or maintain (which includes repair) the Private System as defined herein, and the City has no obligation to install a Municipal System in this area.

ARTICLE 2 – OPERATION AND MAINTENANCE OF THE PRIVATE SYSTEM

- 2.1 H3 hereby agrees that it shall be responsible for the operation and maintenance of the Private Water System on behalf of all joint owners of the Private Water System, and the costs and expenses associated with same until such time that a Municipal System is accepted by the City of St. John's, and is deemed operational. Should H3 and the Guarantors to this Agreement default in their responsibilities herein described, the responsibility for the operation and maintenance of the

ARTICLE 4 – INDEMNITY

- 4.1 H3 and the Guarantors hereby covenant and agree to indemnify and hold harmless the Purchaser and any occupants of their respective Property from any and all claims, proceedings, liabilities, losses, damages, settlements, penalties, fines, expenses, costs, fees or charges (collectively hereinafter called the “*Losses*”) which may result from any activities in performing any maintenance or making any repairs to the Private Water System, save and except for any such Losses resulting from any negligent or willful act or omission of the Purchaser or its occupants, employees, agents, or contractors.
- 4.2 H3 shall maintain or cause to be maintained “all risks” coverage property insurance on Private Water System in the amount of the replacement cost of the Private System.

ARTICLE 5 – TERMINATION OF AGREEMENT

- 5.1 No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.
- 5.2 This Agreement shall terminate and the Parties shall be released from their obligations herein once the Property is serviced by the Municipal System.
- 5.3 The Parties will be notified of the pending release of their obligations in this Agreement upon receipt of written notice from the City of St. John’s stating that the Property will be serviced by the Municipal System. The release will be effective as of the effective date of service by the Municipal System detailed in the written notice.

ARTICLE 6 – EFFECT OF INSTRUMENT

- 6.1 This Agreement and any right, obligation, or restriction contained herein shall run for the benefit of and bind the Property and the owners from time to time thereof. Any purchaser, transferee, assignee, or other successor in title of or to any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Agreement relating thereto and to have agreed with H3 to execute any and all instruments, documents, and agreements, and to take such further and other action, as may reasonably be required to carry out the intention of this Agreement.
- 6.2 Without limiting the generality of section 6.1, in the event the Purchaser sells, transfers, or assigns its respective Property, then the Purchaser shall include as a condition of such sale, transfer, or assignment that the sale, transfer, or assignment is subject to the provisions of this Agreement and to the purchaser, transferee, or assignee acknowledging and agreeing in writing, in form and content satisfactory to the Purchaser acting reasonably, to be bound by this Agreement and assume all obligations relating thereto to the extent of its interest in the Property.

- 8.1 If any party shall default in the performance of an obligation (hereinafter called the “**Defaulting Party**”) contained in this Agreement on its part to be performed, which default affects another party to this Agreement (hereinafter called an “**Affected Party**”), such Affected Party, in addition and without prejudice to any other right or remedy it may have at law or in equity, after thirty (30) days’ prior written notice to the Defaulting Party (or, in the event of an emergency, after such notice as is practical under the circumstances) and the failure of the Defaulting Party to rectify the default during such thirty (30) day period (or in the event that such default cannot reasonably be rectified within thirty (30) days, then within a reasonable time given the particular circumstances as approved by the Affected Party, provided that the Defaulting Party is diligently proceeding to rectify such default), shall have the right to perform such obligation on behalf of the Defaulting Party. If the Affected Party commences to rectify any such default, it shall diligently pursue and complete the rectification. In such event, the Defaulting Party shall promptly reimburse the Affected Party the reasonable cost thereof, together with interest thereon from the date such cost was incurred at a rate equal to two percent (2%) in excess of the prime lending rate charged by the Bank of Nova Scotia for commercial loans to its most preferred commercial customers.

ARTICLE 9 – NOTICES

- 9.1 Any notices, requests, demands or other communications by the terms hereof required or permitted to be given by a party to another party shall be sufficiently served if sent by personal delivery, registered mail, postage prepaid, facsimile transmission, or by electronic mail in portable document format (PDF), in the case of H3 Development Ltd.:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-Mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of 51633 to:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of Canadian Auto and Collision Clinic to:

Address: 685 Topsail Rd. St. John’s, NL, A1E 2E3
Facsimile:
E-mail: ghickey@autopartsnetwork.ca
Attention: Glenn Hickey

- 10.8 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 10.9 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 10.10 This Agreement constitutes and embodies the entire agreement between the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by all Parties. Any schedules referred to herein are incorporated herein by reference and form part of this Agreement.
- 10.11 This Agreement shall be binding upon the Parties hereto and shall enure to the benefit of their respective heirs, administrators, executors, and successors, in title or otherwise.
- 10.12 The Parties agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by way of telecopy or electronic mail in portable document format (PDF) devices will be treated as binding as if originals and each party undertakes to provide each other party with a copy of this Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed the day and year first before written.

SIGNED, SEALED, and DELIVERED
by H3 Development Ltd. before me:

SIGNED, SEALED, and DELIVERED
by 51633 before me:

H3 DEVELOPMENT LTD.

Per: Glenn Hickey, Director

51633 Newfoundland & Labrador Inc.

Per: Jonathan Hickman, Director

Schedule “A”

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John’s, NL**

All that piece or parcel of land situate and being at the city of St. John’s, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

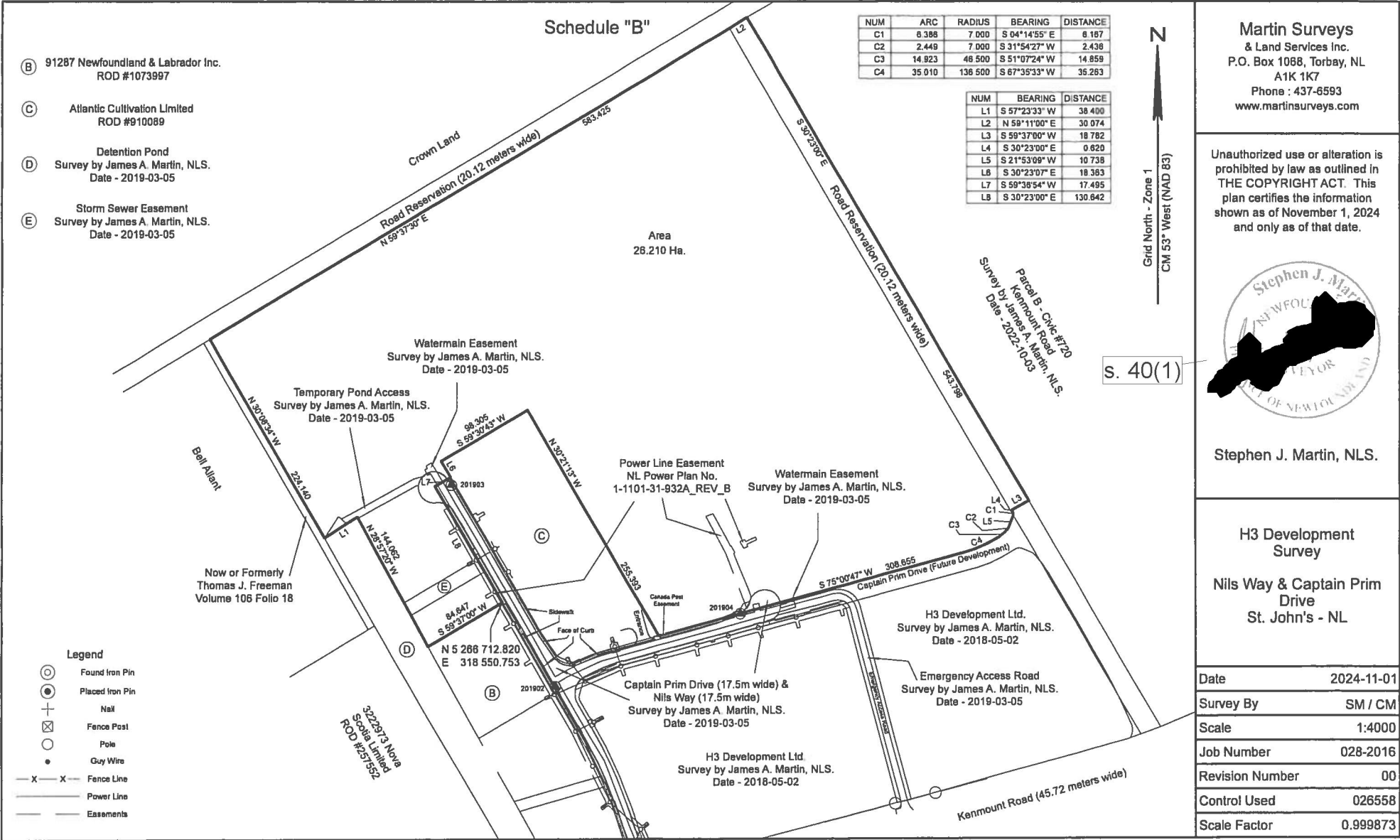
Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters





A = PLAN SECTION ELEVATION OR DETAIL No.
B = No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C = No. OF DRAWING WHERE 'A' IS DETAILED

UNITS OF PHASE 3

S	REVISED FOR APPROVALS	V.B.	LE	PERSON 1
A	ISSUED FOR APPROVALS	V.B.	J.P.	PERSON 2
No.	REVISIONS	APP	DWN	DATE






Progressive Engineering
& Consulting Inc.



H3 DEVELOPMENT LTD.

**KENMOUNT
CROSSING
PHASE 3**

LOCATION PLAN

DRAWN BY J.P.P.	DESIGNED BY J.P.P.	APPROVED BY VB
DATE N/A	SCALE DEC 2022	AS SHOWN
PROJECT No 2022-047	DRAWING No C1	REV B

s. 40(1)

From: Bursey, Robyn
Sent: Friday, January 31, 2025 4:48 PM
To: Carroll, Michael
Subject: H3
Attachments: Scanned from a Xerox Multifunction Printer.pdf

-----Original Message-----

From: Xerox5955@gov.nl.ca <Xerox5955@gov.nl.ca>
Sent: Friday, January 31, 2025 4:39 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: 5\Confederation\St. John's\NL\CAN\
Device Name: XRX9C934E611156

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

JOINT OWNERSHIP, SERVICE AND ACCESS AGREEMENT

THIS AGREEMENT made this 30 day of January, 2025 (the "**Agreement**").

BETWEEN:

H3 DEVELOPMENT LTD., a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**H3**")

OF THE ONE PART

AND:

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

(hereinafter called the "**Purchaser**")

OF THE SECOND PART

AND: **51633 NEWFOUNDAND & LABRADOR INC.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**51633**")

OF THE THIRD PART

AND; **CANADIAN AUTO RECYCLING LTD.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**Canadian Auto**")

OF THE FOURTH PART

AND; **THE COLLISION CLINIC LIMITED**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**Collision Clinic**")

OF THE FIFTH PART

(hereinafter collectively called the "**Parties**")

(For the purposes of this Agreement 51633, Canadian Auto and Collision Clinic shall be collectively referred to as "**Guarantors**")

WHEREAS H3 is the registered owner of certain lands and premises located on Kenmount Road, in the City of St. John's, in the Province of Newfoundland and Labrador, consisting of approximately 109 acres, as more particularly described in Schedule "**A**" annexed hereto (hereinafter called the "**Kenmount Crossing**") with an accumulation of 90 acres of developable land and 19 acres of roadways and related open space;

AND WHEREAS the Kenmount Crossing shall be serviced by a Private Water System constructed, owned by H3 jointly with all lot owners in Kenmount Crossing, operated, and maintained by H3 which includes a pump house and all equipment and machinery required for proper operation, a water main connecting the pump house to Kenmount Crossing, and water lines connecting the water main (inclusive of Easements from the City of St. John's) to the building lots of Kenmount Crossing as more particularly identified in Schedule "**B**" annexed hereto (hereinafter called the "**Private Water System**");

AND WHEREAS the Purchaser is the owner of a piece and parcel of land measuring 26.210 hectares in Kenmount Crossing which Property is more particularly described in Schedule "**C**" attached hereto (hereinafter called the "**Property**") TOGETHER WITH an undivided ownership in the Private Water System, held jointly with the other lot owners and H3;

AND WHEREAS the Parties hereto agree to execute this Agreement to confirm their obligations with respect to the ownership, operation and maintenance of the Private Water System and its service to the Kenmount Crossing and more specifically the Property, and the related rights and obligations of the Parties;

AND WHEREAS a condition of the Development Agreement between H3 and the City of St. John's for Kenmount Crossing is to have a Joint Ownership, Service and Access Agreement between H3 and each property owner within Kenmount Crossing confirming the obligations for ownership, operation and maintenance of the Private Water System and a further condition is that each lot owner in Kenmount Crossing must be a joint owner in the Private Water System.

AND WHEREAS this Agreement shall provide for certain rights and obligations to own, operate, maintain, and repair the Private Water System and provide service to Kenmount Crossing and Property, all subject to the terms and conditions set forth herein;

AND WHEREAS the Guarantors are parties to this Agreement to guarantee the full performance inclusive of the ownership, operation and maintenance obligations of H3 of the Private System;

NOW THEREFORE IT IS AGREED THAT in consideration of the sum of One Dollar (\$1.00) paid by each party to the other party, and in consideration of the respective terms, conditions, and covenants in this Agreement, and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties herein agree as follows:

ARTICLE 1 – OWNERSHIP OF THE PRIVATE WATER SYSTEM

- 1.1 Subject to the Deed of Conveyance to the Property, H3 will retain ownership, jointly with all lot owners in the Development, of the Private Water System and each owner shall be jointly and severally responsible for the ownership, operation and maintenance thereof. The Deed of Conveyance shall convey the Property to the Purchaser together with an undivided interest in the Private Water System. Each lot purchaser will be required to sign an agreement in the same form as this Agreement, and the Deed for every lot will include an undivided ownership interest in the Private System. This Agreement confirms the transfer of ownership of all real and personal property that forms part of the Private Water System from H3 to all lot owners Jointly, and the Parties agree to execute any further documents required to effect the intended transfer or any other transfers/obligations set forth in this Agreement.
- 1.2 The Private Water System shall be utilized to deliver water to the Property and Kenmount Crossing until such time that Kenmount Crossing has water delivered to it by a gravity-fed water tower or such other means that has been accepted by the City of St. John's (hereinafter called the "***Municipal System***").
- 1.3 In the event that a Municipal System is accepted by the City the Private Water System shall be either decommissioned or transferred to the City of St. John's for the consideration of One Dollar (\$1.00) and this Agreement shall be null and void at the time of transfer. The Purchaser hereby agrees to transfer any ownership rights to the Private Water System to the City, on demand of the City, for One Dollar (\$1.00).
- 1.4 A Municipal System, if accepted by the City, will be owned and maintained by the City of St. John's.
- 1.5 For greater certainty, the City of St. John's has no ownership interest in, or responsibility for, the Private Water System nor does the City of St. John's have any obligations, contractual or otherwise, to operate, or maintain (which includes repair) the Private System as defined herein, and the City has no obligation to install a Municipal System in this area.

ARTICLE 2 – OPERATION AND MAINTENANCE OF THE PRIVATE SYSTEM

- 2.1 H3 hereby agrees that it shall be responsible for the operation and maintenance of the Private Water System on behalf of all joint owners of the Private Water System, and the costs and expenses associated with same until such time that a Municipal System is accepted by the City of St. John's, and is deemed operational. Should H3 and the Guarantors to this Agreement default in their responsibilities herein described, the responsibility for the operation and maintenance of the

Private Water System shall remain the joint and several responsibility of the Purchaser along with all other lot owners in Kenmount Crossing.

- 2.2 In undertaking the operation and maintenance of the Private System, commercially reasonable steps to perform, or cause to be performed, such maintenance shall be taken by H3, and/or the Guarantors, and/or the Purchaser and/or the other lot owners so that it will not cause any interruption, stoppage, delay, or cessation of any services to Kenmount Crossing and its lots, including the Property, that receive water from the Private Water System.
- 2.3 While operating and maintaining the Private Water System all applicable laws and governmental regulations applicable thereto shall be adhered to, however, H3 may contest any such law or regulation so long as such contest would not create any material danger of a loss of title in or to, or impairment in any way with the use or enjoyment of the Private Water System or any portion thereof, all in accordance and compliance with health and safety regulations and standards. Notwithstanding the above, the Private Water System shall be operated and maintained in accordance with all applicable legislation.
- 2.4 H3 shall open and maintain a trust account (hereinafter called the **"Trust Account"**) which Trust Account shall be held in trust for the purpose of maintaining and repairing the Private Water System, for the sole and exclusive benefit of the lot owners of Kenmount Crossing at all times until such time Kenmount Crossing and its lots, including the Property, are serviced by the Municipal System. The Trust Account shall contain an initial deposit of \$110,000.00, however the Trust Account shall at all times maintain a balance sufficient to cover one major repair, estimated at \$100,000 plus one year's cost of maintenance, repair, and service of the Private Water System, as determined by a qualified engineer. A copy of a preliminary annual budget is attached hereto as Schedule **"D"**.
- 2.5 In the event that H3 and the Guarantors default on their responsibilities herein the Purchaser shall remain jointly and severally responsible with the other lot owners and users of the Private Water System for the costs and expenses to maintain and repair the Private Water System and be solely responsible for the costs and expenses to maintain and repair the waterline to the Property, the Purchaser and the other lot owners and users of the Private Water System may use the funds in the Trust Account for the costs and expenses associated with the maintenance and repair of the Private Water System and the service it provides to Kenmount Crossing and its lots, including the Property, until such time that the Municipal System is installed and operational by the City of St. John's.

ARTICLE 3 – Guarantors

The Guarantors have signed onto this Agreement to unconditionally guarantee either jointly or severally or jointly and severally to the Purchaser the ownership obligations and due performance of the operation and maintenance obligations of H3, on behalf of the Purchaser and other lot owners, herein defined.

ARTICLE 4 – INDEMNITY

- 4.1 H3 and the Guarantors hereby covenant and agree to indemnify and hold harmless the Purchaser and any occupants of their respective Property from any and all claims, proceedings, liabilities, losses, damages, settlements, penalties, fines, expenses, costs, fees or charges (collectively hereinafter called the “*Losses*”) which may result from any activities in performing any maintenance or making any repairs to the Private Water System, save and except for any such Losses resulting from any negligent or willful act or omission of the Purchaser or its occupants, employees, agents, or contractors.
- 4.2 H3 shall maintain or cause to be maintained “all risks” coverage property insurance on Private Water System in the amount of the replacement cost of the Private System.

ARTICLE 5 – TERMINATION OF AGREEMENT

- 5.1 No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.
- 5.2 This Agreement shall terminate and the Parties shall be released from their obligations herein once the Property is serviced by the Municipal System.
- 5.3 The Parties will be notified of the pending release of their obligations in this Agreement upon receipt of written notice from the City of St. John’s stating that the Property will be serviced by the Municipal System. The release will be effective as of the effective date of service by the Municipal System detailed in the written notice.

ARTICLE 6 – EFFECT OF INSTRUMENT

- 6.1 This Agreement and any right, obligation, or restriction contained herein shall run for the benefit of and bind the Property and the owners from time to time thereof. Any purchaser, transferee, assignee, or other successor in title of or to any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Agreement relating thereto and to have agreed with H3 to execute any and all instruments, documents, and agreements, and to take such further and other action, as may reasonably be required to carry out the intention of this Agreement.
- 6.2 Without limiting the generality of section 6.1, in the event the Purchaser sells, transfers, or assigns its respective Property, then the Purchaser shall include as a condition of such sale, transfer, or assignment that the sale, transfer, or assignment is subject to the provisions of this Agreement and to the purchaser, transferee, or assignee acknowledging and agreeing in writing, in form and content satisfactory to the Purchaser acting reasonably, to be bound by this Agreement and assume all obligations relating thereto to the extent of its interest in the Property.

- 6.3 Particular references H3, Guarantors or the Purchaser generally shall be deemed to refer to such parties and the respective heirs, administrators, executors, and successors, in title or otherwise, and any mortgagee of the Property or part thereof who has assumed all or any part of the obligations of the Purchaser or any occupant of the Property or part thereof who has assumed all or any part of the obligations of the Purchaser.
- 6.4 Any mortgage, charge, pledge, security interest, or other encumbrance affecting any portion of the Property shall at all times be subject and subordinate to the terms, conditions, and covenants of this Agreement, except to the extent expressly otherwise provided herein, and any party acquiring title by the exercise of the power of sale conferred by the *Conveyancing Act*, R.S.N.L. 1990, c. C-34, or otherwise through such mortgage, charge, pledge, security interest or encumbrance shall acquire title subject to all of the terms, conditions and covenants of this Agreement.
- 6.5 This Agreement shall be registered at the Registry of Deeds on the closing of the purchase of the Property, the expense of which will be incurred by H3. A release of this Agreement shall be registered at the Registry of Deeds on or after the effective date that the Property becomes serviced by the Municipal System.

ARTICLE 7 – DISPUTE RESOLUTION

- 7.1 Notwithstanding anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation among the Parties, then in such event the Parties agree to use the services of a qualified, experienced mediator to attempt to resolve the dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in St. John's, NL, Canada, in accordance with the simplified rules of procedure for the conduct of mediations published by the ADR Institute of Canada Inc. commonly used in Newfoundland and Labrador. The costs and expenses of the mediation, excluding a party's legal fees and disbursements, shall be borne equally by the Parties.
- 7.2 In the event that mediation does not result in a resolution of the dispute or difference, then in such event any unresolved issue may be taken to any other appropriate dispute resolution process agreed to by the Parties, including arbitration or an appropriate court process. Should arbitration be agreed upon, and failing agreement on the procedure to be followed, the arbitration shall be conducted in St. John's, NL, Canada, in accordance with the simplified rules of procedure for the conduct of arbitrations published by the ADR Institute of Canada Inc. commonly used in Newfoundland and Labrador and pursuant to the *Arbitration Act*, R.S.N.L. 1990, c. A-14, as amended from time to time. The arbitrator shall render an award or determination within ten (10) days, which shall be binding upon the Parties hereto, their heirs, executors, administrators, and assigns. The costs and expenses of the arbitration, excluding a party's legal fees and disbursements, shall, unless otherwise ordered by the arbitrator, be borne equally by the Parties.

ARTICLE 8 – REMEDIES

- 8.1 If any party shall default in the performance of an obligation (hereinafter called the “**Defaulting Party**”) contained in this Agreement on its part to be performed, which default affects another party to this Agreement (hereinafter called an “**Affected Party**”), such Affected Party, in addition and without prejudice to any other right or remedy it may have at law or in equity, after thirty (30) days’ prior written notice to the Defaulting Party (or, in the event of an emergency, after such notice as is practical under the circumstances) and the failure of the Defaulting Party to rectify the default during such thirty (30) day period (or in the event that such default cannot reasonably be rectified within thirty (30) days, then within a reasonable time given the particular circumstances as approved by the Affected Party, provided that the Defaulting Party is diligently proceeding to rectify such default), shall have the right to perform such obligation on behalf of the Defaulting Party. If the Affected Party commences to rectify any such default, it shall diligently pursue and complete the rectification. In such event, the Defaulting Party shall promptly reimburse the Affected Party the reasonable cost thereof, together with interest thereon from the date such cost was incurred at a rate equal to two percent (2%) in excess of the prime lending rate charged by the Bank of Nova Scotia for commercial loans to its most preferred commercial customers.

ARTICLE 9 – NOTICES

- 9.1 Any notices, requests, demands or other communications by the terms hereof required or permitted to be given by a party to another party shall be sufficiently served if sent by personal delivery, registered mail, postage prepaid, facsimile transmission, or by electronic mail in portable document format (PDF), in the case of H3 Development Ltd.:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-Mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of 51633 to:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7
Facsimile: 709-726-9826
E-mail: bhickman@hickmanmotors.ca
Attention: Bert Hickman

and in the case of Canadian Auto and Collision Clinic to:

Address: 685 Topsail Rd. St. John’s, NL, A1E 2E3
Facsimile:
E-mail: ghickey@autopartsnetwork.ca
Attention: Glenn Hickey

and in the case of His Majesty the King in Right of Newfoundland and Labrador to:

Address:
Contact number:
Attention:

Any party may by notice given in accordance with this section change its address for the purpose hereof.

ARTICLE 10 – GENERAL

- 10.1 The headings contained in this Agreement are for convenience only, and do not form part of, and shall not affect the construction or interpretation of this Agreement, or any part thereof.
- 10.2 Any indulgence granted by any party in respect of the performance by any other party of obligations under this Agreement, or any neglect or failure by any party to enforce any of the terms of this Agreement, shall not be construed as a waiver or variation of this Agreement, or otherwise prejudice any of that party's rights under the Agreement.
- 10.3 No failure or delay by any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 10.4 If any clause or provision of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such clause or provision shall be severed from the remainder of the Agreement or clause, and that remainder shall continue to be valid and enforceable to the fullest extent permitted by law. In that event, the parties shall negotiate in good faith to replace any invalid, unlawful, or unenforceable clause or provision with a suitable substitute clause or provision, which maintains as far as possible the purpose and effect of this Agreement.
- 10.5 No waiver or modification of any provisions herein shall be binding upon the parties unless the same is in writing and duly executed by the respective parties hereto.
- 10.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein and the Parties agree to submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador as regards any claim, dispute, or matter arising out of or relating to this Agreement, notwithstanding any conflict of laws or choice of law principles to the contrary.
- 10.7 The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

- 10.8 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 10.9 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 10.10 This Agreement constitutes and embodies the entire agreement between the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by all Parties. Any schedules referred to herein are incorporated herein by reference and form part of this Agreement.
- 10.11 This Agreement shall be binding upon the Parties hereto and shall enure to the benefit of their respective heirs, administrators, executors, and successors, in title or otherwise.
- 10.12 The Parties agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by way of telecopy or electronic mail in portable document format (PDF) devices will be treated as binding as if originals and each party undertakes to provide each other party with a copy of this Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed the day and year first before written.

SIGNED, SEALED, and DELIVERED
by H3 Development Ltd. before me:

[Redacted Signature]

GARY F. PEDDLE, MBA, KC
Barrister of the Supreme Court of
Newfoundland and Labrador

SIGNED, SEALED, and DELIVERED
by 51633 before me:

[Redacted Signature]

GARY F. PEDDLE, MBA, KC
Barrister of the Supreme Court of
Newfoundland and Labrador

H3 DEVELOPMENT LTD.

[Redacted Signature]

Per: Glenn Hickey, Director

51633 Newfoundland & Labrador Inc.

[Redacted Signature]

Per: Jonathan Hickman, Director

SIGNED, SEALED, and DELIVERED

by Canadian Auto before me:

[REDACTED]

GARY F. PEDDLE, MBA, KC
Barrister of the Supreme Court of
Newfoundland and Labrador

SIGNED SEALED and DELIVERED

By Collision Clinic before me:

[REDACTED]

GARY F. PEDDLE, MBA, KC
Barrister of the Supreme Court of
Newfoundland and Labrador

SIGNED, SEALED, and DELIVERED

by the Purchaser, before me:

[REDACTED]

T. Boniste, NL

Canadian Auto Recycling Ltd.

[REDACTED]

Per: Glenn Hickey, Director

The Collision Clinic Limited

[REDACTED]

Per: Glenn Hickey, Director

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND
AND LABRADOR**

[REDACTED]

Per: [REDACTED]

SCHEDULE "A"

August 31, 2011

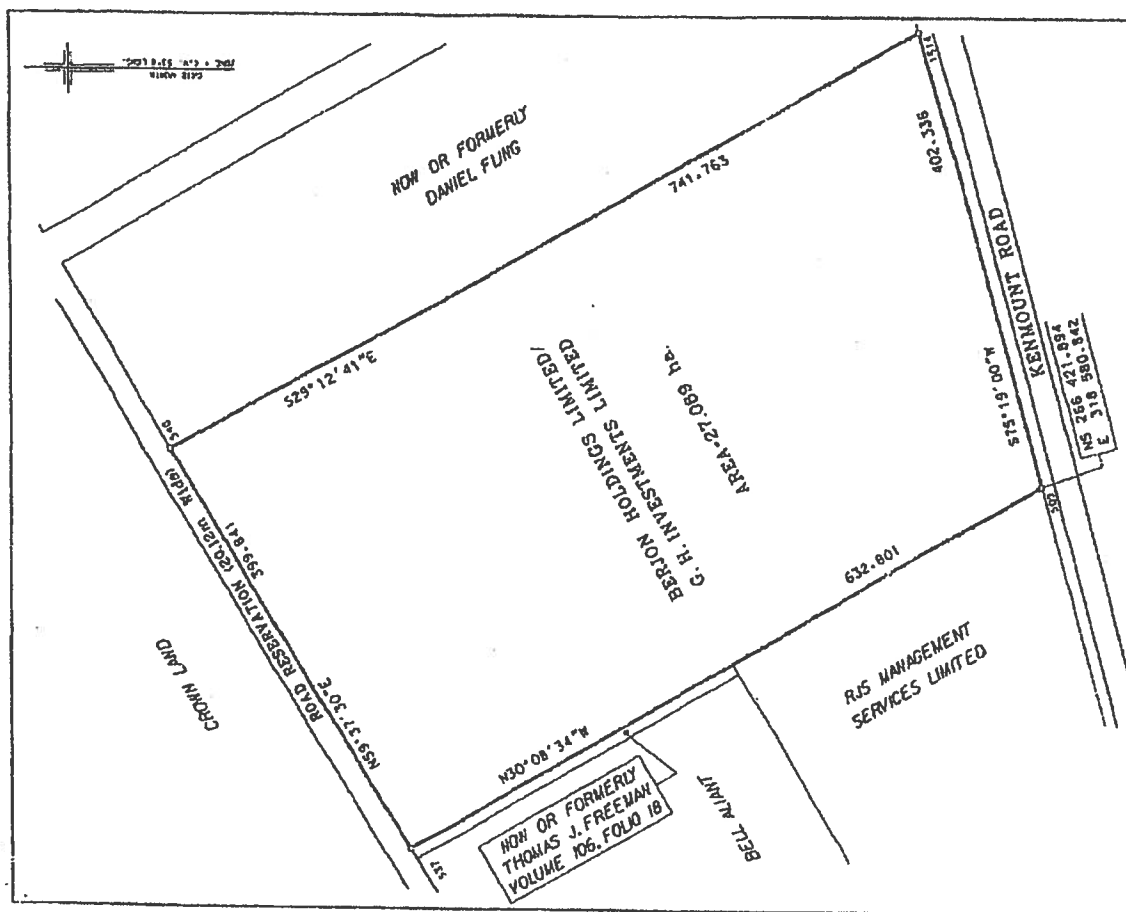
Job No. 9279-3

PROPERTY OF
BERION HOLDINGS LIMITED / G. H. INVESTMENTS LIMITED
KENMOUNT ROAD, ST. JOHN'S, NEWFOUNDLAND & LABRADOR

ALL THAT piece or parcel of land, situate and being on the northern side of Kenmount Road in the City of St. John's, in the Province of Newfoundland & Labrador, Canada, and being bounded and abutted as follows: THAT IS TO SAY, beginning at a point on the northern side of Kenmount Road, said point having coordinates N 5 266 421.894 metres and E 318 580.842 metres of the Three Degree Modified Transverse Mercator Projection NAD - 83 for the Province of Newfoundland & Labrador, THENCE by property of RJS Management Services Limited and by property now or formerly Thomas J. Freeman N 30°08'34" W for a distance of 632.801 metres, THENCE along the southern side of a Road Reservation (20.12m Wide) N 59°37'30" E for a distance of 399.841 metres, THENCE by property now or formerly Daniel Fling S 29°12'41" E for a distance of 741.763 metres, THENCE along the northern side of Kenmount Road S 75°19'00" W for a distance of 402.336 metres, more or less, to the point of beginning and containing an area of 27.089 hectares, more or less. Which land is more particularly shown on the plan hereto attached. All bearings being referred to the above mentioned projection. All linear measurements are horizontal ground distances.

This description and accompanying plan, Job # 9279-3 of Brown & Way Surveys, form an integral part of the returns and are not separable.

Brown & Way Surveys



© COPYRIGHT: ROBERT A. WAY, N.L.S.

Monument used for 11e-in. Zone 11 026559 N 5 266 495.127

NAD - 83

All linear measurements are horizontal ground distances.

For the computation of coordinates, horizontal ground distances have been reduced to the M.F.I.D. 3° M.T.M. Projection plane by multiplying them by an average combined scale factor of 0.999870



BROWN & WAY SURVEYS

Professional Surveying Services
email: brown@brownway.com

Telephone: (709) 726-1040 Telecopier: (709) 726-1041

PROPERTY OF

BERJON HOLDINGS LTD./G. H. INVESTMENTS LTD.
ST. JOHN'S, NL

KENMOUNT ROAD

SCALE: 1:4000

DATE: AUGUST 31, 2011

JOB NO: 9279-3

SURVEY:

s. 40(1)

SCHEDULE A

ALL THAT piece or parcel of land, situate and being on the north side of Kenmount Road, in the City of St. John's, Province of Newfoundland & Labrador, Canada, and being bounded and situated as follows:

THAT IS TO SAY

Beginning at a survey marker on the north side of Kenmount Road, said point being the southeastern most angle of the herein described parcel and having coordinates of North 5,260,589.629 metres and East 319,196.829 metres;

THENCE running by along the northern side of Kenmount Road south sixty-nine degrees fifty-five minutes thirty seven seconds west (S 69°55'37" W) thirty-four decimal one nine four (34.194) metres to a survey marker;

THENCE turning and running south seventy-four degrees twenty-nine minutes thirty-three seconds west (S 74°29'33" W) two hundred and two decimal one one two (202.112) metres to a survey marker;

THENCE running and running by property of Herkon Holdings Limited (Registry of Crown Grants Volume 305 Folio 107) and by other property of Herkon Holdings Limited (as registered in registration No. 384341) of the registry of deeds for the province of Newfoundland and Labrador, originally granted to James K. Hayes-Volume 46, Folio 126 and reregistered in Volume 52, Folio 44 of the registry of Crown Grants north twenty-nine degrees twelve minutes forty-one seconds west (N 29°12'41" W) seven hundred and forty one decimal seven six three (741.763) metres to a survey marker;

THENCE turning and running along the southern side of a road reservation (20.12 metres wide), north fifty-nine degrees thirty-seven minutes thirty seconds east (N 59°37'30" E) one hundred and eighty-three decimal seven three five (183.735) metres to a survey marker;

THENCE turning and running by property of Old Newfoundland Properties Limited (originally granted to John Hayes) south thirty degrees twenty-three minutes zero zero seconds east (S 30°23'00" E) seven hundred and ninety-nine decimal eight one six (799.816) metres, more or less to the point of beginning and being more particularly shown and delineated on the attached plan.

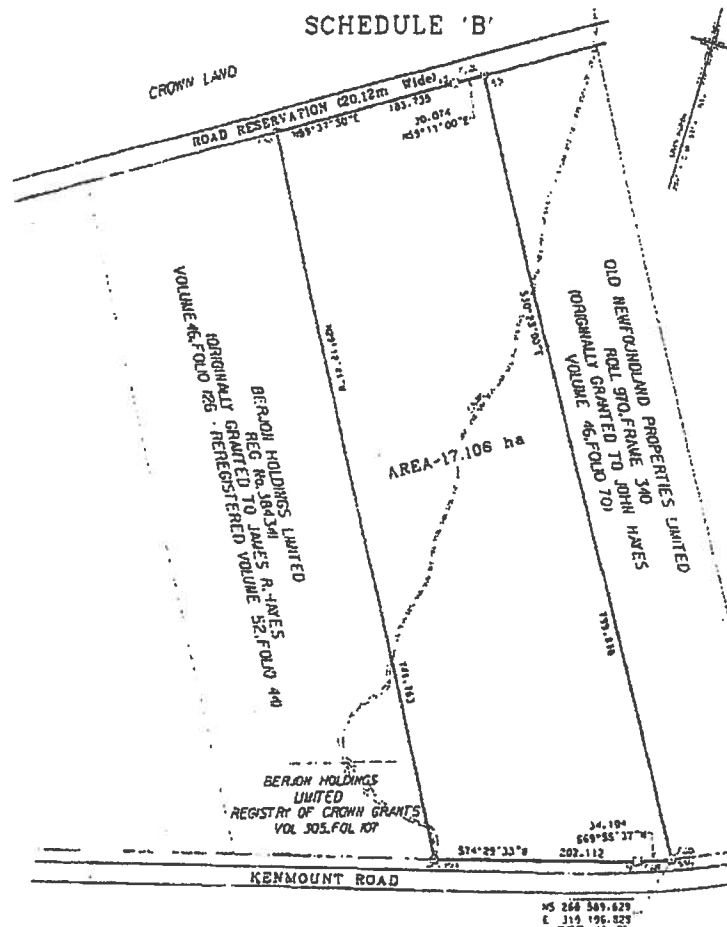
The above described piece of parcel of land contains an area of seventeen decimal one zero six (17.106) hectares, more or less.

All bearings referenced to the meridian of fifty-three degrees west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 1 NAD-83 for the Province of Newfoundland and Labrador.

Applicant No. 142418
October 27, 2014



S. 40(1)



S. 40(1)

- SET IRON BAR
- ⊙ CAPPED IRON BAR
- FOUND IRON BAR
- EASEMENT
- - - FENCE LINE
- GRAVEL ROAD

026559 N 5 266 495.127
E 319 033.687

SCALE FACTOR = 0.999870

DATE: OCTOBER 27, 2014
APP. NO. 142418

BROWN & WAY SURVEYS

SCALE 1 : 3500

SCHEDULE "B"

PRIVATE WATER SYSTEM DESCRIPTION

Schedule "B-1"

Survey and Real Property Report

Pump House

Schedule "A"

Parcel "B"
H3 Development

Kenmount Road
St. John's, NL

All that piece or parcel of land situate and being at the City of St. John's, NL and being bounded and abutted as follows:

Beginning at a point in the northwestern limit of Kenmount Road, said point having NAD 83 coordinates of North 5 266 804.480 meters and East 319 563.786 meters of the three degree modified transverse mercator projection.

Thence running along the said limits of Kenmount Road, 45.72 metres wide, South 57 degrees 18 minutes 00 seconds West, 26.000 meters

Thence running by land of Onshore Investments Inc., Parcel "A"
North 32 degrees 44 minutes 52 seconds West, 22.293 meters
North 57 degrees 22 minutes 20 seconds East, 26.000 meters
South 32 degrees 44 minutes 52 seconds East, 22.242 meters, more or less, to the point of beginning and containing an area of 579 Sq. Meters, more or less.

Which land is more particularly shown and delineated on Schedule "B" attached dated March 30, 2016

The above described land being subject, nevertheless, to a power line running along the southeastern boundary as shown on the attached plan.

All bearings being referred to the meridian of 53 degrees west longitude.

s. 40(1)



Real Property Report

Prepared By: James Martin, N.L.S.

Certified To: H3 Development

Address / Description: Kenmount Road, St. John's, NL

Structures And Improvements: A pump house structure and generator. All structures and improvements are contained wholly within the boundaries of the property surveyed.

Apparent Encroachments and/or Comments: The location of the boundaries are as per the found iron pins located via Trimble GPS and also referencing the survey by James A. Martin, NLS. There is no visible evidence of any other encroachments on subject property.

Reference Survey: James A. Martin, NLS
05-12-2016
Job No. 028-2016

Surveyor's Certification: This report and accompanying plan of James Martin, N.L.S. form an integral part of these returns and are not separable. This report has been prepared for the sole use and benefit of the parties named and is not valid unless it contains the original signature and stamp of the Newfoundland Land surveyor identified hereafter. I, James Martin, Newfoundland Land Surveyor, hereby certify that this Real Property Report was conducted under my supervision and is in accordance with the Newfoundland Land Surveyors Act RSN and the bylaws made thereafter.

Signed and Sealed at Flatrock, Newfoundland
This 17th Day of July 2018

James Martin, Newfoundland Land Surveyor, 2018
Unauthorized use, alteration or reproduction is
prohibited by law as outlined in The Copyright Act.



s. 40(1)

Schedule "B-2"

Kenmount Road Easement Survey

Schedule "A"

H3 Development

Kenmount Road
St. John's, NL

All that piece or parcel of land situate and being at the City of St. John's, NL. and being bounded and abutted as follows:

Beginning at a point in the northern reservation of Kenmount Road, said point having NAD 83 coordinates of North 5 266 413.013 meters and East 318 593.955 meters of the three degree modified transverse mercator projection.

Thence running through the reservation of said Kenmount Road,
North 14 degrees 35 minutes 30 seconds West, 6.000 meters
North 75 degrees 24 minutes 30 seconds East, 4.090 meters
North 14 degrees 35 minutes 30 seconds West, 2.886 meters
North 75 degrees 24 minutes 30 seconds East, 6.223 meters
South 14 degrees 35 minutes 30 seconds East, 2.886 meters
North 75 degrees 24 minutes 30 seconds East, 72.481 meters
North 14 degrees 35 minutes 30 seconds West, 3.006 meters
North 75 degrees 24 minutes 30 seconds East, 6.202 meters
South 14 degrees 35 minutes 30 seconds East, 3.006 meters
North 75 degrees 24 minutes 30 seconds East, 4.981 meters
North 11 degrees 39 minutes 47 seconds West, 6.075 meters

Thence running by land of G. H. Investments Limited, ROD Registration #419031,
North 75 degrees 19 minutes 00 seconds East, 6.008 meters

Thence continuing through the reservation of said Kenmount Road,
South 11 degrees 39 minutes 47 seconds East, 6.084 meters
North 75 degrees 24 minutes 30 seconds East, 73.101 meters
North 14 degrees 35 minutes 30 seconds West, 2.926 meters
North 75 degrees 24 minutes 30 seconds East, 6.097 meters
South 14 degrees 35 minutes 30 seconds East, 2.926 meters
North 75 degrees 24 minutes 30 seconds East, 84.100 meters
North 14 degrees 35 minutes 17 seconds West, 3.057 meters
North 75 degrees 24 minutes 43 seconds East, 6.000 meters
South 14 degrees 35 minutes 17 seconds East, 3.058 meters
North 75 degrees 24 minutes 43 seconds East, 83.614 meters
North 14 degrees 35 minutes 17 seconds West, 3.162 meters
North 75 degrees 24 minutes 43 seconds East, 6.000 meters
South 14 degrees 35 minutes 17 seconds East, 3.162 meters
North 75 degrees 17 minutes 54 seconds East, 84.156 meters
North 14 degrees 59 minutes 57 seconds West, 3.202 meters
North 75 degrees 00 minutes 03 seconds East, 6.000 meters
South 14 degrees 59 minutes 57 seconds East, 3.202 meters
North 75 degrees 00 minutes 03 seconds East, 83.286 meters
North 14 degrees 59 minutes 57 seconds West, 3.009 meters
North 75 degrees 00 minutes 03 seconds East, 6.000 meters
South 14 degrees 59 minutes 57 seconds East, 3.009 meters

North 73 degrees 06 minutes 15 seconds East, 70.725 meters
North 32 degrees 06 minutes 56 seconds West, 7.681 meters

Thence running by Crown Land,
North 69 degrees 55 minutes 37 seconds East, 6.135 meters

Thence continuing through the reservation of said Kenmount Road,
South 32 degrees 06 minutes 56 seconds East, 7.698 meters
North 69 degrees 34 minutes 37 seconds East, 8.145 meters
North 20 degrees 55 minutes 56 seconds West, 3.706 meters
North 69 degrees 04 minutes 04 seconds East, 6.000 meters
South 20 degrees 55 minutes 56 seconds East, 3.707 meters
North 66 degrees 03 minutes 03 seconds East, 79.580 meters
North 29 degrees 44 minutes 42 seconds West, 3.655 meters
North 61 degrees 44 minutes 57 seconds East, 6.002 meters
South 29 degrees 44 minutes 42 seconds East, 3.649 meters
North 60 degrees 15 minutes 18 seconds East, 88.213 meters
North 29 degrees 44 minutes 42 seconds West, 3.131 meters
North 58 degrees 54 minutes 01 seconds East, 6.002 meters
South 29 degrees 44 minutes 42 seconds East, 3.134 meters
North 57 degrees 28 minutes 31 seconds East, 83.504 meters
North 34 degrees 59 minutes 28 seconds West, 3.567 meters
North 56 degrees 12 minutes 54 seconds East, 6.001 meters
South 34 degrees 59 minutes 28 seconds East, 3.564 meters
North 55 degrees 00 minutes 32 seconds East, 84.440 meters
North 34 degrees 59 minutes 28 seconds West, 3.104 meters
North 57 degrees 44 minutes 37 seconds East, 4.880 meters
South 34 degrees 59 minutes 28 seconds East, 2.879 meters
North 55 degrees 00 minutes 32 seconds East, 45.638 meters
North 60 degrees 36 minutes 48 seconds East, 7.198 meters
North 36 degrees 30 minutes 18 seconds West, 2.326 meters

Thence running by land of H3 Development, ROD Registration #774733,
North 57 degrees 15 minutes 35 seconds East, 6.013 meters

Thence continuing through the reservation of said Kenmount Road,
South 36 degrees 30 minutes 18 seconds East, 8.727 meters
South 60 degrees 36 minutes 48 seconds West, 13.700 meters
South 55 degrees 00 minutes 32 seconds West, 137.923 meters
South 57 degrees 28 minutes 31 seconds West, 89.494 meters
South 60 degrees 15 minutes 18 seconds West, 94.646 meters

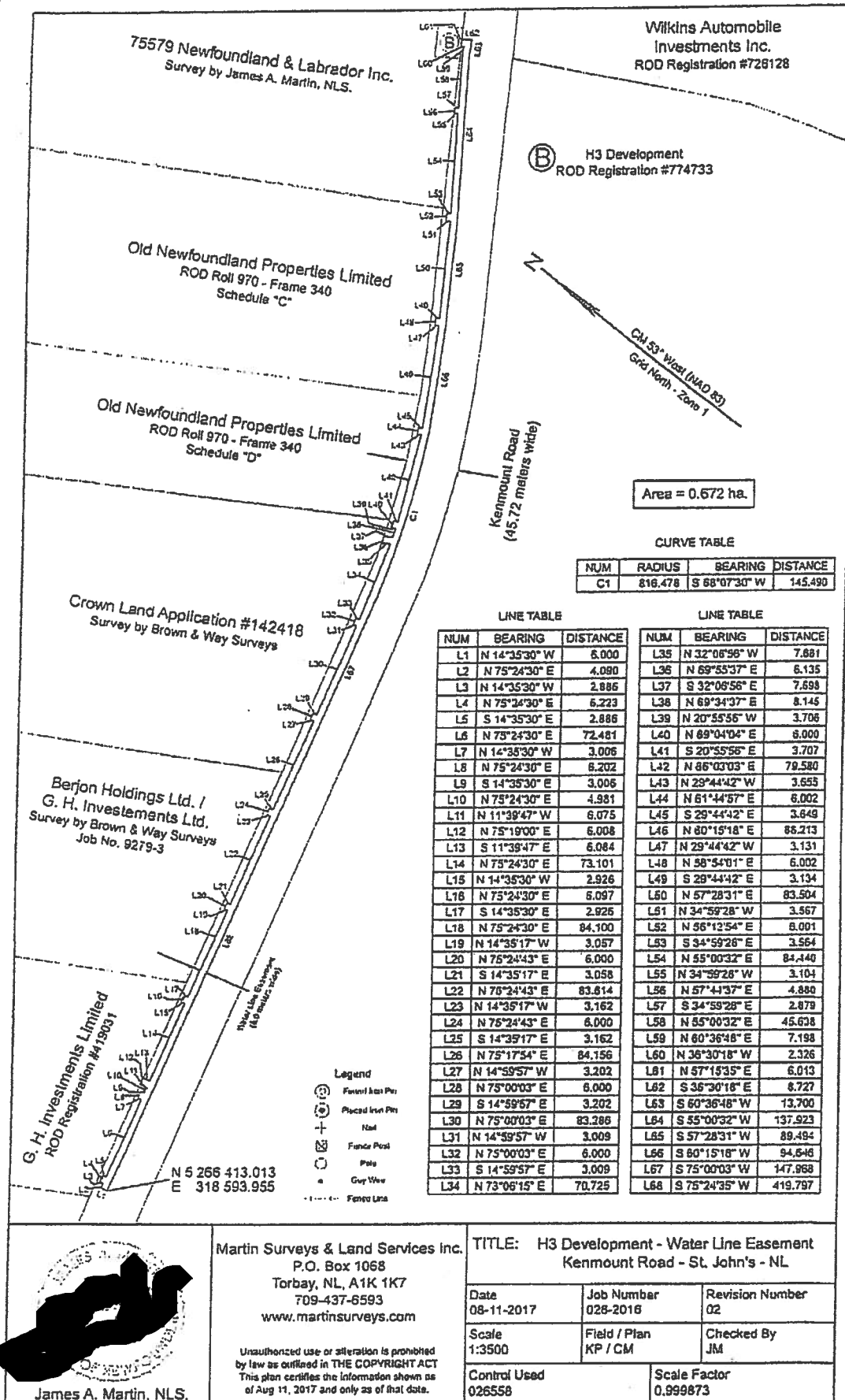
Thence continuing through the reservation of said Kenmount Road along the arc of a curve with a radius of 816.478 meters and a chord bearing and distance of,
South 68 degrees 07 minutes 30 seconds West, 145.490 meters

Thence continuing through the reservation of said Kenmount Road,
South 75 degrees 00 minutes 03 seconds West, 147.968 meters
South 75 degrees 24 minutes 35 seconds West, 419.797 meters, more or less to the point of beginning and containing an area of 0.672 hectares, more or less. Which land is more particularly shown and delineated on attached plan dated August 11, 2017.

All bearings being referred to the meridian of 53 degrees west longitude.



s. 40(1)



s. 40(1)

Schedule "B-3"

Proposed Easement Plan for Development

B-4

LIST OF PUMP HOUSE EQUIPMENT & COMPONENTS OF PRIVATE WATER SYSTEM

The Private Water System includes, but may not be limited to, the following:

- All water system infrastructure within the limits of Parcel 'B' outlined in Schedule "B-1"
Including but not limited to the following:
 - Pump House Building including all Pumps, Motors, Fire Pump, Pump Controllers, and systems (Ventilation, Dehumidifier & Heating)
 - Backup Generator including fuel supply tank and lines
- All watermain infrastructure located within the easements outlined in Schedule "B-2" and Schedule "B-3", including all watermain pipes, hydrants, hydrant leads, valves, and service mains stubbed off for future development.
- All equipment required for the operation of the system, including, but not limited to the equipment listed below.

Equipment:

- 1-250 Hp Fire Pump – Grundfos Model 620 ¾ KP
- 3-250 Hp Domestic Pumps – Grundfos CRN64-2-1
- 1-Fire Pump VFD Pump Controller
- 1-Controller triplex VFD for Domestic Pumps
- 1-Modsen 400 Kw Emergency Back Up Generator
- 1-Automatic Power Transfer Switch

SCHEDULE "C"

Survey of Parcel to be Purchased

Schedule "A"

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John's, NL**

All that piece or parcel of land situate and being at the city of St. John's, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of 46.500 meters and a chord bearing and distance of, South 51 degrees 07 minutes 24 seconds West, 14.859 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of 136.500 meters and a chord bearing and distance of, South 67 degrees 35 minutes 33 seconds West, 35.263 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, and running through and along the northwestern limits of Captain Prim Drive, South 75 degrees 00 minutes 47 seconds West, 308.655 meters

Thence running by land of Atlantic Cultivation Limited, ROD #910089, North 30 degrees 21 minutes 13 seconds West, 255.393 meters
South 59 degrees 30 minutes 43 seconds West, 98.305 meters
South 30 degrees 23 minutes 07 seconds East, 18.363 meters

Thence running by and running through and along the southeastern limits of Nils Way, South 59 degrees 36 minutes 54 seconds West, 17.495 meters
South 30 degrees 23 minutes 00 seconds East, 130.642 meters, more or less, to the point of beginning. The above described land contains an area of **26.210 Ha.**, more or less. Which land is more particularly shown and delineated on Schedule "B" attached dated November 1, 2024.

Reserving nevertheless out of the above described piece or parcel of land a Road Reservation (20.12 meters wide) extending along the northeastern boundary line as shown on the attached plan.

The above described property being subject to a Storm Sewer Easement as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

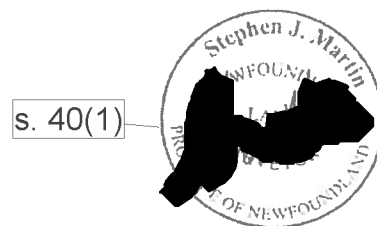
The above described property being subject to a Watermain Easement as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

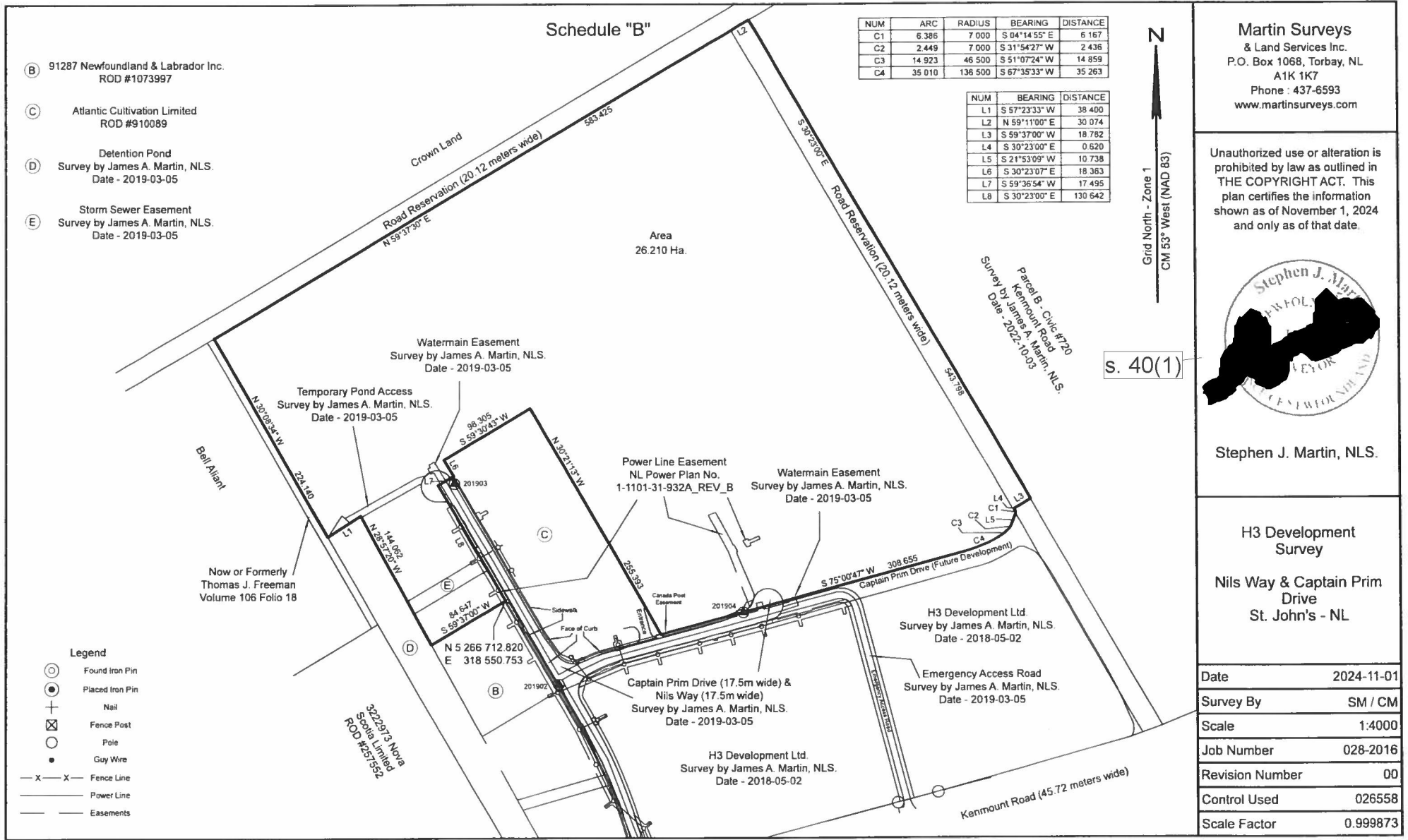
The above described property being subject to a Temporary Pond Access as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

The above described property being subject to a Power Line Easement, NL Power Plan No. 1-1101-31-932A_REV_B as shown on the attached plan.

The above described property being subject to a Canada Post easement as shown on the attached plan.

All bearings being referred to the meridian of 53 degrees west longitude.





SCHEDULE "D"

Annual Maintenance Budget

Mechanical and Electrical Maintenance	\$ 3,000.00
Generator Maintenance	3,850.00
General Building Maintenance	250.00
Valve/Hydrant Maintenance	<u>2,000.00</u>
TOTAL	\$9,100.00

From: Bursey, Robyn
Sent: Friday, January 31, 2025 4:46 PM
To: Carroll, Michael
Subject: H3 Doc
Attachments: Scanned from a Xerox Multifunction Printer.pdf

-----Original Message-----

From: Xerox5955@gov.nl.ca <Xerox5955@gov.nl.ca>
Sent: Friday, January 31, 2025 4:38 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: 5\Confederation\St. John's\NL\CAN\
Device Name: XRX9C934E611156

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

HARMONIZED SALES TAX (HST) AGREEMENT

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure;

(hereinafter called the "Purchaser")

AND: H3 DEVELOPMENT LIMITED, a body corporate pursuant to the Corporations Act (Newfoundland and Labrador);

(hereinafter called the "Vendor")

WHEREAS on the 31st day of JANUARY, 2025, the Purchaser purchased "PARCEL A" as described in 'Schedule A' and delineated in 'Schedule B', from the Vendor for and in consideration of **TWENTY THREE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED (\$ 23,274,700) DOLLARS;**

AND WHEREAS the Purchaser is a registrant pursuant to the **Excise Tax Act (Canada)** for the purpose of remitting HST to the Receiver General of Canada.

WITNESSETH that for and in consideration of the sum of One (\$1.00) Dollar (the receipt whereof is hereby acknowledged) the Purchaser hereby agrees to remit directly to the Receiver General of Canada any HST which may be applicable specifically to the purchase of "PARCEL A" pursuant to the **Excise Tax Act (Canada)**.

SIGNED, SEALED AND DELIVERED by the Deputy Minister for Transportation and Infrastructure on behalf of the Purchaser on the 31st day of JANUARY, 2025;

s. 40(1)

WITNESS

[Signature]

s. 40(1)

DEPUTY MINISTER FOR THE MINISTER

[Signature]

SIGNED, SEALED AND DELIVERED by the Vendor on the _____ day of _____, _____;

WITNESS

VENDOR

Schedule "A"

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John's, NL**

All that piece or parcel of land situate and being at the city of St. John's, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters

Thence continuing by land of H3 Development Ltd.. (Captain Prim Drive Future Development).
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
46.500 meters and a chord bearing and distance of,
South 51 degrees 07 minutes 24 seconds West, 14.859 meters

Thence continuing by land of H3 Development Ltd.. (Captain Prim Drive Future Development).
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
136.500 meters and a chord bearing and distance of,
South 67 degrees 35 minutes 33 seconds West, 35.263 meters

Thence continuing by land of H3 Development Ltd.. (Captain Prim Drive Future Development).
Survey by James A. Martin, NLS., Date - 2018-05-02, and running through and along the
northwestern limits of Captain Prim Drive.
South 75 degrees 00 minutes 47 seconds West, 308.655 meters

Thence running by land of Atlantic Cultivation Limited, ROD #910089,
North 30 degrees 21 minutes 13 seconds West, 255.393 meters
South 59 degrees 30 minutes 43 seconds West, 98.305 meters
South 30 degrees 23 minutes 07 seconds East, 18.363 meters

Thence running by and running through and along the southeastern limits of Nils Way,
South 59 degrees 36 minutes 54 seconds West, 17.495 meters
South 30 degrees 23 minutes 00 seconds East, 130.642 meters, more or less, to the point of
beginning. The above described land contains an area of 26.210 Ha., more or less. Which land is
more particularly shown and delineated on Schedule "B" attached dated November 1, 2024.

Reserving nevertheless out of the above described piece or parcel of land a Road Reservation
(20.12 meters wide) extending along the northeastern boundary line as shown on the attached plan.

The above described property being subject to a Storm Sewer Easement as shown on the attached
plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

The above described property being subject to a Watermain Easement as shown on the attached
plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

The above described property being subject to a Temporary Pond Access as shown on the attached
plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

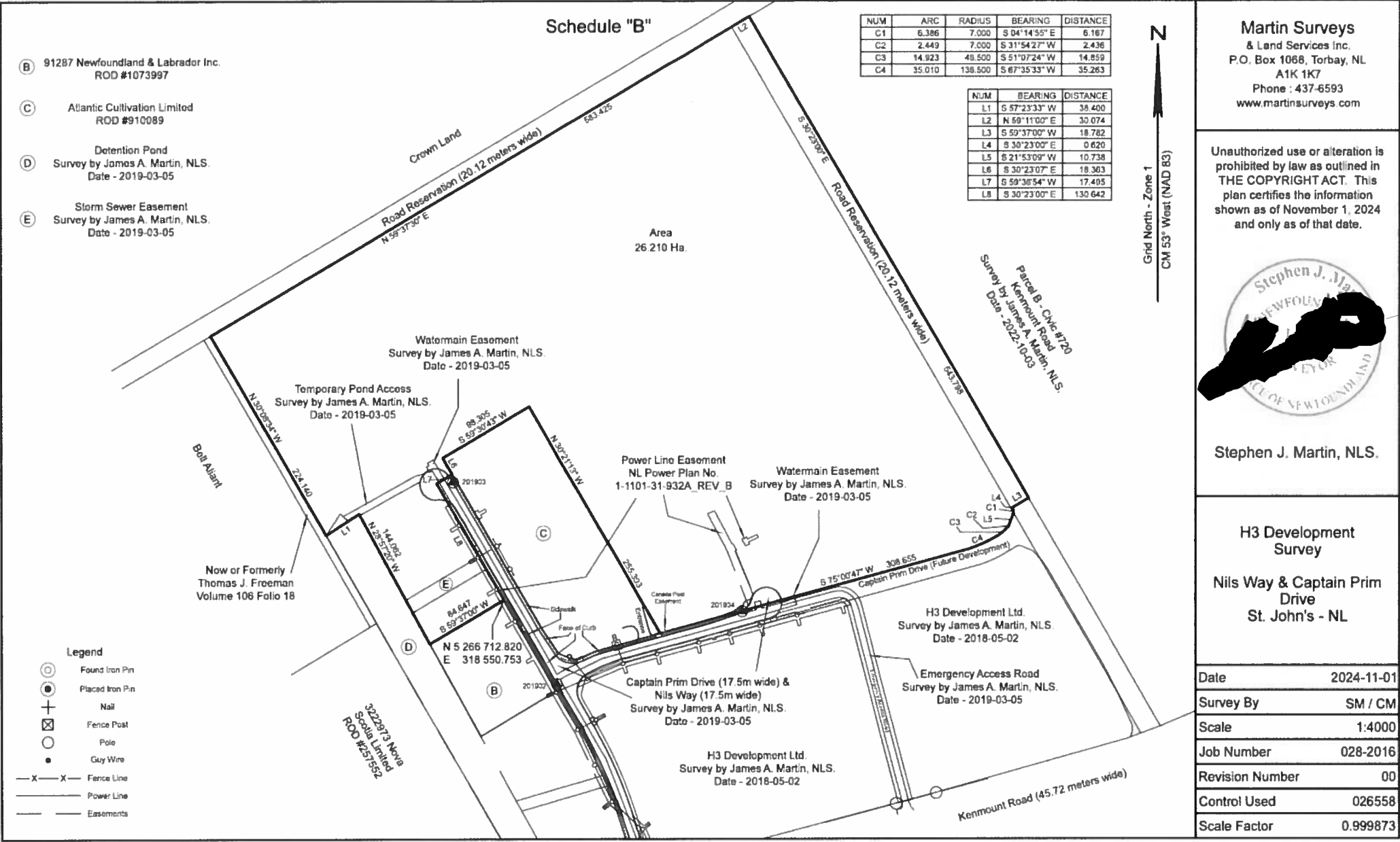
The above described property being subject to a Power Line Easement, NL Power Plan No. 1-1101-
31-932A_REV_B as shown on the attached plan.

The above described property being subject to a Canada Post easement as shown on the attached
plan.

All bearings being referred to the meridian of 53 degrees west longitude.



S. 40(1)



s. 40(1)

From: Martin, Warren <Warren.Martin@stantec.com>
Sent: Friday, January 31, 2025 4:05 PM
To: Spracklin-Reid, Darlene
Cc: Fisher, Katie
Subject: 1115843 - Regional Water Infrastructure - Revised Stantec Proposal
Attachments: pro_regional_water_study_20250131.pdf

Hi Darlene,

Please see attached revised proposal. I've included the revised text for Task 3. I also made a few other tweaks throughout to address the City's comments as well.

Have a good weekend,
Warren

Warren Martin M.Sc., P.Eng.
Principal, Practice Lead - Water - Atlantic

Direct: 709 700-5948
Mobile: 709 697-2637
Fax: 709 738-0566
Warren.Martin@stantec.com

Stantec
141 Kelsey Drive
St. John's NL A1B 0L2



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January 31, 2025

Cory Grandy
NL Department of Transportation and Infrastructure
P.O. Box 8700
St. John's, NL A1B 4J6

Dear Cory Grandy,

Reference: Regional Water Study

Stantec Consulting Ltd. (Stantec) is pleased to provide Newfoundland and Labrador Department of Transportation and Infrastructure (NLDTI) the following scope of work for engineering services to complete a functional potable water hydraulic analysis for the new acute care hospital campus and selected areas of the surrounding municipalities.

Introduction

A new hospital campus is proposed in St. John's to enhance healthcare delivery in Newfoundland and Labrador, particularly in the Northeast Avalon area. The location for the new hospital, announced in late 2024, will be at Kenmount Crossing, west of Kenmount Terrace. To support the new hospital, investments will be made in the provincial transportation network to alleviate traffic pressures in the area.

In addition to transportation investments, it is necessary to investigate how the new campus will be supplied with potable water. The identified site, shown in **Figure 1**, is located at the boundaries of St. John's, Mount Pearl's, and Paradise's respective water distribution networks. All these networks are part of the Regional Water System (RWS), which is serviced by the Bay Bulls Big Pond Water Treatment Plant (BBBP WTP). The RWS is owned and operated by the City of St. John's, and the RWS Committee, formed by representatives from all municipalities serviced by the RWS, meets regularly to discuss operational issues.

NLDTI is interested in identifying the optimal servicing option and associated infrastructure, considering how the new hospital campus could impact and benefit several members of the RWS.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Reference: Regional Water Study

Paradise

CBCL Limited completed the Paradise Water System Master Plan in 2017. The study recommended a new storage tank at the high point of Neils Pond Ridge (refer to **Figure 1**) to address the pressure deficiencies experienced at the higher elevations in Elizabeth Park, near the Town's boundary (within "Pressure zone PA-A"). This new tank would then service Pressure Zone PA-A, which is currently serviced from the Southlands Reservoir (St. John's network), as well as service future development in Paradise. Stantec also understands that CBCL secured a consulting assignment with the Town of Paradise around July 2023 which consisted of further modeling and analysis related to the proposed new tank and booster station. Stantec is not aware of the current status of this study but will be requesting updated information as outlined below.

Mount Pearl

In April 2022, CBCL Limited conducted the Kenmount Hill Water System Assessment for the City of Mount Pearl. The study concluded that twinning the existing Tavenor Place Reservoir (refer to **Figure 1**) is needed to provide the storage required to support future development of the Kenmount Hill service area. In preparation for adding the twin tank, Mount Pearl is also undertaking upgrades to the watermain network, and the pumping facility, servicing the Kenmount Hill area.

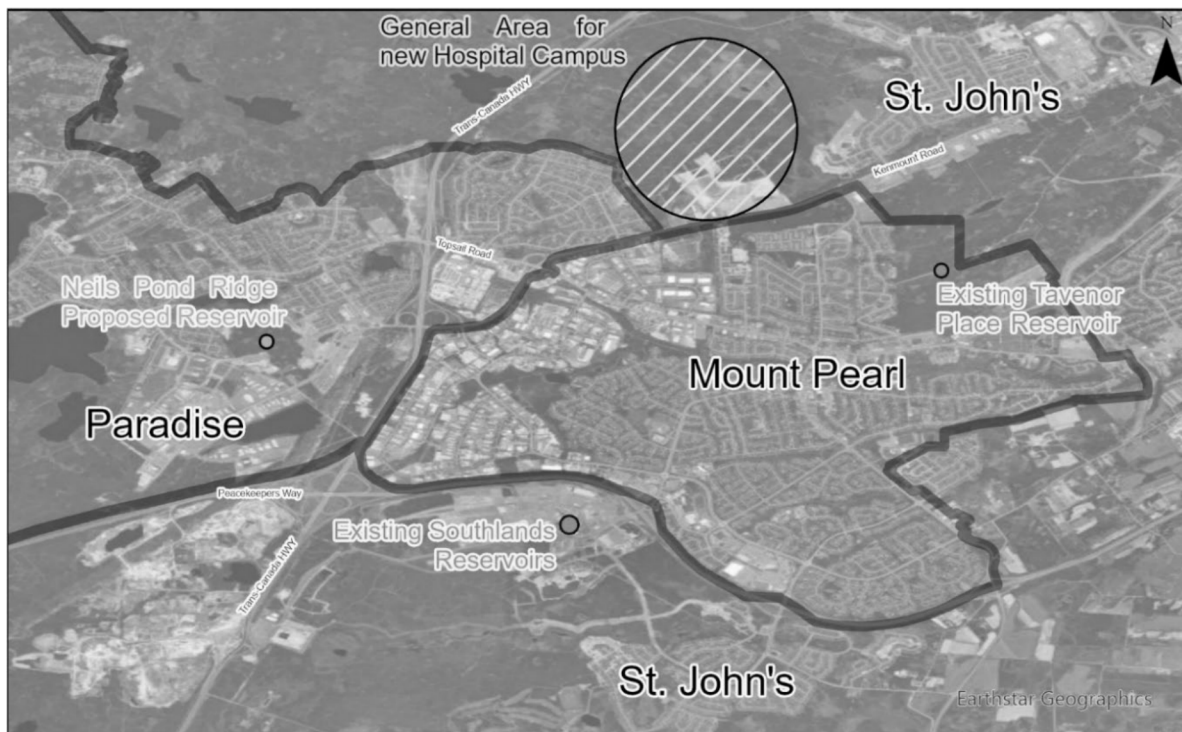


Figure 1: Proposed Location for the New Acute Care Hospital Campus

Reference: Regional Water Study

St. John's

Stantec recently completed the St. John's Water System Master Plan (March 2024). This WSMP evaluated the existing water system to identify supply and distribution constraints and recommended improvements to meet regulatory requirements for current and future water demands. Additionally, Stantec is currently involved in an ongoing study to develop Water Supply Agreements for municipalities served by the Regional Water System (RWS). This study includes a review of historical flow trends and system capacity. Through these efforts, Stantec has gained extensive knowledge of St. John's distribution network and the RWS.

Scope of Work

To support NLDTI with the functional water study for the new hospital campus, Stantec will undertake the following tasks.

Task #1: Background Information Gathering and Review

The background information gathering and review task for this project involves several key components. Firstly, it includes the review of previous studies, which necessitates coordination with municipalities to ensure all relevant historical data and studies are considered. Additionally, the collection of detailed water network information, specifically the location and diameter of existing infrastructure, is needed to proceed with the hydraulic analysis. Stantec will review the network's system components, such as its limits, pressure zones, existing and future service areas, and major infrastructure (pumping stations, transmission lines, system valves, storage facilities, etc.). Note that the review will focus on the areas impacted by this study, and not the entirety of the St. John's, Paradise and Mount Pearl networks. This will allow for a thorough understanding of the existing water distribution system's capacity and constraints. Furthermore, it is understood that the hydraulic model developed as part of the 2017 Paradise WSMP, and subsequent work in 2023/2024, will be provided to Stantec. Lastly, recent LiDAR information is essential for assessing the optimal location for the new elevated tank and for estimating pressure throughout the future water network expansion. It is assumed recent LiDAR is readily available for the study area.

Stantec have allowed for a kick-off meeting to start the project as well as three (3) individual meetings to obtain detailed information from each municipality so that we understand the constraints. The three (3) individual meetings will be with Paradise, Mount Pearl and St. John's. Stantec will also collaborate with the Water Resources Management Division (WRMD) of the Environment and Climate Change Department. A WRMD representative will be invited to the various meetings. Stantec is also aware of the existing CBC Communications Tower in the area and will contact CBC to confirm any height restrictions and horizontal buffer requirements for a new water tank.

Reference: Regional Water Study

Task #2: Water Demands

The project also involves establishing future mixed-use (residential and ICI) water demands based on the latest available data and studies. Stantec recently completed an analysis of recent historical water demands and trends for the RWS. The results from this analysis will be coordinated with the client project team to ensure they reflect current water trends and to establish future expected water demands. It is assumed that NLDTI will either provide Stantec with the anticipated water demands for the new hospital campus or guide Stantec in estimating these demands if they are not readily available. Stantec assumes that NLDTI will provide the location and height of the new hospital. [REDACTED]

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Task #3: Hydraulic Analysis

This hydraulic analysis aims to determine how to extract the maximum benefit for St. John's, Mount Pearl and Paradise from infrastructure which will be required for the development of the Kenmount Crossing Healthcare Campus by combining available hydraulic models and incorporating updated water demand projections. This involves identifying the ideal location and size for water storage, considering factors like existing infrastructure and elevation. [REDACTED]

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Task #4: Cost Opinions

Upon completing Task #3, a Class D cost estimate will be prepared for the identified infrastructure. [REDACTED]

[REDACTED] This analysis will use current-year cost estimates. Stantec has access to unit costs from various similar projects, including the St. John's WSMP, where similar costing exercises were performed for proposed infrastructure projects, such as large transmission mains and elevated water storage.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Task #5: Reporting and Presentations

At the completion of the evaluation and planning efforts, a report summarizing the work completed, including the methodology, analyses, results, conclusions, and recommendations, will be prepared. One

Reference: Regional Water Study

draft report will be provided to NLDTI for review. After reviewing and updating the draft report, a final signed and stamped report will be issued.

It should be noted that two presentations are included in the scope of work. The first presentation, planned as part of the hydraulic analysis task, will discuss the optimal servicing alternative for the new hospital campus and the RWS. The second presentation will take place after the submission of the final report.

Project Team

To support NLDTI in this assignment, we have assembled a project delivery team with extensive experience in the region and industry-recognized expertise in water services.

Project Manager: Warren Martin (M.Sc., P.Eng.), [REDACTED] of experience

Senior Reviewer: Kevin Alemany (M.A.Sc., P.Eng.), [REDACTED] of experience

Senior Water Resource Engineer: Jennifer Bursey (P.Eng.), [REDACTED] of experience

Lead Water Modeller: Alexandre Mineault-Guitard (M.A.Sc., P.Eng., ing), [REDACTED] of experience

Water Modeller: Melissa Nelson (P.Eng.), [REDACTED] of experience

Building Mechanical Engineer: Will Power (P.Eng.), [REDACTED] of experience

Schedule & Fees

Based on the scope of work outlined, we estimate our total fees to be **\$99,970.20**, exclusive of applicable taxes. A detailed breakdown of the estimated effort and costs is presented in the **Fee Estimate** attached. Given the preliminary nature of this work, we propose to complete the work on a time and material basis to the upset limit noted above, only time used will be charged.

We are available to begin the assignment as soon as the proposed budget is approved. We estimate completing the potable water hydraulic analysis report within approximately five (5) months of receiving approval to proceed, assuming that all required information is received in a timely manner. We will provide estimated schedule dates for all the tasks in the attached fee estimate after project award.

If the project requirements or our estimated level of effort changes because of information obtained from NLDTI or another project stakeholder, we will bring these to the attention of NLDTI and request approval before proceeding with changes to the project scope or level of effort.

As requested by the client, the project agreement will be based on the NLDTI Standard Prime Consulting Agreement (PCA) and both parties will review and execute that agreement prior to commencing the work.

Reference: Regional Water Study

Assumptions and Exclusions

Below are a list of assumptions and exclusions that were considered in establishing the level of effort for this study.

- Desktop analysis only. No survey, flow monitoring or hydrant testing have been included in the scope of work. Once Stantec reviews the existing models and background information, we will advise if any additional field investigations are required and the scope can be discussed at that time.
- It is assumed that the hydraulic model developed as part of the 2017 Paradise WSMP and subsequently updated in 2023/2024 will be provided to Stantec.
- No hydraulic model calibration. It is assumed that the Paradise WSMP hydraulic model would reflect the existing conditions of the Paradise water network. Parameters for added infrastructure to the hydraulic model (Mount Pearl and/or future infrastructure) will be established based on available information and literature/industry standard values.
- It is assumed that NLDTI will either provide Stantec with the anticipated water demands for the new hospital campus or guide Stantec in estimating these demands if they are not readily available.
- It is assumed recent LiDAR for the project area is readily available.

Closure

Thank you for the opportunity to submit this proposal. We trust that the above satisfies NLDTI's project requirements. Please do not hesitate to contact the undersigned should you have any questions or require further information.

Best regards,

Stantec Consulting Ltd.

Warren Martin M.Sc., P.Eng.
Principal, Water
Phone: (709) 738-0122
Mobile: 709-697-2637
warren.martin@stantec.com

Reference: Regional Water Study

Attachment: Fee Estimate



s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

From: Bursey, Robyn
Sent: Friday, January 31, 2025 2:28 PM
To: Edwards, Herb
Subject: [REDACTED] s. 30(1)(a)

No problem

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: Friday, January 31, 2025 2:27:19 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: [REDACTED] s. 30(1)(a)

Hi

I am going to come over now and we need to meet for a few minutes-sorry short notice,

herb

From: Quinn Kidney <quinn@bensonbuffett.com>

Sent: Friday, January 31, 2025 12:15 PM

To: Edwards, Herb <herbedwards@gov.nl.ca>

Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>

Subject: RE: H3 - Closing - Kenmount Crossing

Good afternoon,

Yes, please see attached. Please advise if this would be acceptable. Our client will pay their portion of the taxes to the closing date once the assessment is complete.

Thank you,
Quinn



Quinn Kidney
Real Estate Paralegal

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

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T 709. 570.7248
F 709.579.2647
W bensonbuffett.com

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Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: January 31, 2025 11:29 AM
To: Quinn Kidney <quinn@bensonbuffett.com>
Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: [Junk released by User action] RE: H3 - Closing - Kenmount Crossing

Thank you Quinn. The Province is exempt from paying property taxes.

herb

From: Quinn Kidney <quinn@bensonbuffett.com>
Sent: Friday, January 31, 2025 11:28 AM
To: Edwards, Herb <herbedwards@gov.nl.ca>
Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: RE: H3 - Closing - Kenmount Crossing

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Good Morning Mr. Edwards,

I'll get Gary speak on the other items, but with respect to the Tax Certificate, until the property is subdivided with the City, we are unable to provide tax information, or ensure that property taxes on that portion are paid to

today. We can, in the alternative, have our clients sign a Mutual Undertaking to Re-Adjust to confirm taxes will be paid to the closing date, once this is complete?

Please confirm.

Thank you,
Quinn



Quinn Kidney
Real Estate Paralegal

Suite 900 Atlantic Place
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Canada A1C 5N8

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Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>

Sent: January 31, 2025 10:54 AM

To: Gary Peddle <GFPeddle@bensonbuffett.com>; Quinn Kidney <quinn@bensonbuffett.com>

Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>

Subject: H3 - Closing - Kenmount Crossing

Hi Gary

Thank you for sending along the draft Closing Letter. We have just a few comments:

Agreement of Purchase and Sale

TI will need to have the Agreement of Purchase and Sale executed. As you will recall we had discussed the wording on clause s 10 and 12 several times and these are vital and in both of our client's interest in future development. TI will be providing a receipt for the 10 acres of donated land to your client but can only do so upon receipt of an executed Agreement of Purchase and Sale. [The Department of Finance will require some time to provide the Receipt so TI will need the executed Agreement of Purchase and Sale this morning if at all possible].

Municipal Tax Certificate

TI is requesting confirmation that any municipal taxes owing on the lands to be purchased have been paid to today's date or your undertaking to provide same.

Debenture

In an email yesterday I had raised an issue concerning the Debenture registered at # 546600 between Berjon Holding Ltd and CIBC and whether or not it affects the lands being sold. We indicated that we would require a Release if any of the lands captured under this Debenture are included in the lands to be sold. You indicated that you would raise this with your client and get back to me.

Development Agreement - City and H3

On January 29 we had also requested an acknowledgement from the City that it approves the proposed development by the Province since it doesn't comply with the Subdivision Plan and an acknowledgement that the City has been made aware of the sale to satisfy clause 25?

Thanks again

herb

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From: Edwards, Herb
Sent: Friday, January 31, 2025 1:23 PM
To: Gary Peddle, Quinn Kidney
Cc: Bursey, Robyn, Carroll, Michael
Subject: RE: H3 - Closing - Kenmount Crossing

Thanks Gary

That will leave two items :

Municipal taxes

I have not had an opportunity to discuss this with my client department but, in the interest of time, I don't think the Mutual Undertaking to readjust will work. I don't think there are any adjustments to make on the closing and as you are well aware property taxes form a lien on the property. I will seek instructions but I think TI will have to insist on a clear tax Certificate or your office's undertaking to provide same once the City has completed its assessment work.

Development Agreement

See my comments from earlier today.

herb

From: Gary Peddle <GFPeddle@benisonbuffett.com>
Sent: Friday, January 31, 2025 1:15 PM
To: Edwards, Herb <herbedwards@gov.nl.ca>; Quinn Kidney <quinn@benisonbuffett.com>
Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: RE: H3 - Closing - Kenmount Crossing

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Hi Herb

The signed APS will be send shortly. Also CIBC will be issuing me a letter confirming they have no security interest in the Kenmount Crossing property which I will send to you. Thanks



Gary F. Peddle MBA KC
Lawyer

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

T 709.570.7230
F 709.579.2647
W benisonbuffett.com

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Thanks again

herb

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Sent: Friday, January 31, 2025 12:15 PM
To: Edwards, Herb
Cc: Bursey, Robyn, Carroll, Michael
Subject: RE: H3 - Closing - Kenmount Crossing
Attachments: Mutual Undertaking to Re-Adjust,-1,4904-7700-5333.pdf

Good afternoon,

Yes, please see attached. Please advise if this would be acceptable. Our client will pay their portion of the taxes to the closing date once the assessment is complete.

Thank you,
Quinn



Quinn Kidney
Real Estate Paralegal

Suite 900 Atlantic Place
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Please confirm.

Thank you,
Quinn



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Thank you for sending along the draft Closing Letter. We have just a few comments:

Agreement of Purchase and Sale

TI will need to have the Agreement of Purchase and Sale executed. As you will recall we had discussed the wording on clause s 10 and 12 several times and these are vital and in both of our client's interest in future development. TI will be

providing a receipt for the 10 acres of donated land to your client but can only do so upon receipt of an executed Agreement of Purchase and Sale. [The Department of Finance will require some time to provide the Receipt so TI will need the executed Agreement of Purchase and Sale this morning if at all possible].

Municipal Tax Certificate

TI is requesting confirmation that any municipal taxes owing on the lands to be purchased have been paid to today's date or your undertaking to provide same.

Debenture

In an email yesterday I had raised an issue concerning the Debenture registered at # 546600 between Berjon Holding Ltd and CIBC and whether or not it affects the lands being sold. We indicated that we would require a Release if any of the lands captured under this Debenture are included in the lands to be sold. You indicated that you would raise this with your client and get back to me.

Development Agreement - City and H3

On January 29 we had also requested an acknowledgement from the City that it approves the proposed development by the Province since it doesn't comply with the Subdivision Plan and an acknowledgement that the City has been made aware of the sale to satisfy clause 25?

Thanks again

herb

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MUTUAL UNDERTAKING TO READJUST

RE: Sale by H3 Development Ltd., (the "**Vendor**") to His Majesty the King in Right of Newfoundland and Labrador (the "**Purchaser**") of property known as Nil's Way and Captain Prim Drive, in the City of St. John's, in the Province of Newfoundland and Labrador (the "**Property**")

IN CONSIDERATION OF the closing of the purchase and sale of the Property, the Vendor and the Purchaser each hereby undertake to:

1. re-adjust any errors, omissions or changes in the statement of adjustments agreed to by the parties on closing pursuant to the Agreement of Purchase and sale among the Vendor and the Purchaser dated on or around January _____, 2025, on a post-closing basis; and
2. upon the receipt by either the Vendor or the Purchaser, as applicable, of tax information from the City of St. John's for the Property, the Vendor or the Purchaser, as applicable, shall keep its proportionate share of property taxes (based on the Closing Date) and shall forthwith pay to the other party, or directly to the City of St. John's, its proportionate share of such tax adjustment for the Property.

This Mutual Undertaking to Readjust may be signed in counterparts and delivered by email (PDF), and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[Remainder of this page left intentionally blank – signature page follows.]

DATED as of this 30 day of January, 2025.

H3 DEVELOPMENT LTD.

s. 40(1)

Per: 

Name: Glenn Hickey

Title: Director

I have the authority to bind the corporation

HIS MAJESTY THE KING IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Per: _____

Name: _____

Title: _____

From: Edwards, Herb <herbedwards@gov.nl.ca>

Sent: Friday, January 31, 2025 9:59 AM

To: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>

Cc: McLachlan, Taryn <TarynMcLachlan@gov.nl.ca>

Subject: FW: H3 - Kenmount Crossing

From: Quinn Kidney <quinn@bensonbuffett.com>
Sent: Friday, January 31, 2025 9:51 AM
To: Edwards, Herb <herbedwards@gov.nl.ca>
Subject: RE: H3 - Kenmount Crossing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Edwards,

Please find attached our draft closing letter. Please advise if acceptable, and if so, we can have our package couriered to the Confederation Building this morning.

We also advise that our office is in receipt of funds this morning in the amount of \$20,979,700.00.

Kind regards,
Quinn



Quinn Kidney
Real Estate Paralegal

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

**Benson
Buffett**

T 709. 570.7248
F 709.579.2647
W bensonbuffett.com

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Please visit our website to view our Covid-19 policies.

Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: January 30, 2025 6:54 PM
To: Gary Peddle <GFPeddle@bensonbuffett.com>
Cc: Quinn Kidney <quinn@bensonbuffett.com>
Subject: [Junk released by User action] RE: H3 - Kenmount Crossing

Thank you very much.

herb

From: Gary Peddle <GFPeddle@bensonbuffett.com>
Sent: Thursday, January 30, 2025 3:55 PM
To: Edwards, Herb <herbedwards@gov.nl.ca>
Cc: Quinn Kidney <quinn@bensonbuffett.com>
Subject: RE: H3 - Kenmount Crossing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Herb

We will be undertaking to payout the TD mortgage and getting a release of it.
I will follow up with the client on the CIBC mortgage and get back to you.



Gary F. Peddle MBA KC
Lawyer

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

T 709. 570.7230
F 709.579.2647
W bensonbuffett.com

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Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: January 30, 2025 3:52 PM
To: Gary Peddle <GFPeddle@bensonbuffett.com>
Subject: H3 - Kenmount Crossing

Hi Gary

Notice of Mortgage

I have had a closer look at registration # 885495 which is a Notice of Mortgage between your client and TD Bank. Schedule A in that Notice appears to include a part of the lands your client is selling to the province. There have been 4 Partial Releases of Mortgage registered: # 1075548, # 1050473, # 995891 and # 912710. Neither of these Releases include the lands in Schedule A of the Notice. Besides the Schedule A we believe that other lands covered by this mortgage are intended to be conveyed. We will require a Release of the all lands covered under this mortgage which are to be conveyed.

Debenture

We have not been able to determine if the Debenture registered at # 546600 between Berjon Holding Ltd and CIBC affects the lands being sold. I note that, for example, there is a Partial Release registered at # 915887 which references Lots 8-13-14 at Kenmount Crossing Subdivision. We will require a Release if any of the lands captured under this Debenture are included in the lands to be sold.

Thank you

herb

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From: Spracklin-Reid, Darlene
Sent: Thursday, January 30, 2025 10:02 AM
To: Chris Milley
Subject: RE: (EXTERNAL) Rewording Task 3 Water Study

Thanks Chris

From: Chris Milley
Sent: Thursday, January 30, 2025 10:00 AM
To: Spracklin-Reid, Darlene ; Lisa Niblock
Subject: RE: (EXTERNAL) Rewording Task 3 Water Study

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Darlene,

I have no concerns with the wording.

Chris

Chris Milley, P.Eng.
Director, Infrastructure & Engineering



28 McNamara Drive
Paradise, NL A1L 0A6
P: 709.782-1400 Ext.246
F: 709.782.3603
cmilley@paradise.ca
www.paradise.ca



Please consider whether it is necessary to print this email

From: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>
Sent: January 29, 2025 1:10 PM
To: Lisa Niblock <lniblock@paradise.ca>; Chris Milley <cmilley@paradise.ca>
Subject: RE: (EXTERNAL) Rewording Task 3 Water Study

Thanks Lisa.

From: Lisa Niblock <lniblock@paradise.ca>
Sent: Wednesday, January 29, 2025 12:29 PM
To: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>; Chris Milley <cmilley@paradise.ca>
Subject: Re: (EXTERNAL) Rewording Task 3 Water Study

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Darlene,

Thank you for sending along. I feel this is broad enough for what we are trying to garner from Stantec. I will await Chris's technical eye to provide any concerns - if there are any.

Lisa

Lisa Niblock
Chief Administrative Officer
(709)782-1400



Creating a thriving, well-balanced community together.

From: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>
Sent: January 28, 2025 9:09 AM
To: Lisa Niblock <lniblock@paradise.ca>; Chris Milley <cmilley@paradise.ca>
Subject: (EXTERNAL) Rewording Task 3 Water Study

Hi Lisa and Chris,

The following is a proposed rewording of task 3 based on feedback and discussion:

Existing Wording Task 3

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

[REDACTED]

[REDACTED]

Proposed Wording Task 3

This hydraulic analysis aims to determine how to extract the maximum benefit for St. John's, Mount Pearl and Paradise from infrastructure which will be required for the development of the Kenmount Crossing Healthcare Campus by integrating their hydraulic models and incorporating updated water demand projections. This involves identifying the ideal location and size for water storage, considering factors like existing infrastructure and elevation.

[REDACTED]

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Let me know if that works,

Darlene

Darlene Spracklin-Reid, P.Eng B.Ed FEC PMP

Assistant Deputy Minister, Infrastructure

Department of Transportation and Infrastructure

5th Floor, West Block, Confederation Building

Government of Newfoundland & Labrador

P.O. Box 8700, St. John's NL A1B 4J6

Pronouns : She/Her

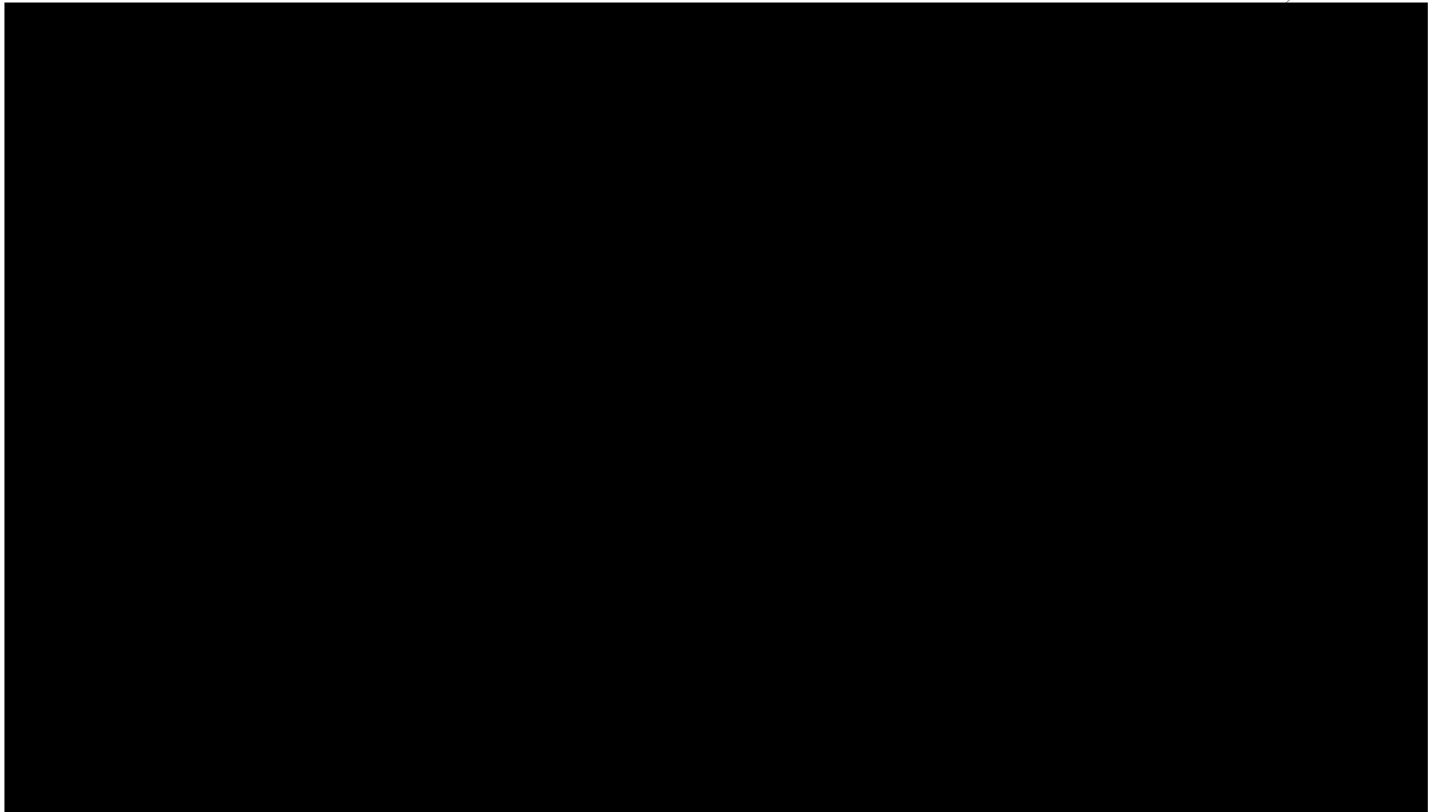


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From: Bursey, Robyn
Sent: Wednesday, January 29, 2025 2:43 PM
To: Grandy, Cory
Subject: Fw: H3 - Kenmount Crossing

s. 30(1)(a)

FYI



From: Edwards, Herb <herbedwards@gov.nl.ca>

Sent: Wednesday, January 29, 2025 11:37 AM

To: Gary Peddle <GFPeddle@bensonbuffett.com>; Quinn Kidney <quinn@bensonbuffett.com>

Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>; Farewell, James <JamesFarewell@gov.nl.ca>; McLachlan, Taryn <TarynMcLachlan@gov.nl.ca>

Subject: Purchase and Sale - H3 - Lands at Kenmount Crossing

Hi Gary

Thank you for sending along today the following draft documents:

1. Deed of Conveyance
2. Directors Resolution – H3 Development
3. Directors Resolution – Collision Clinic Limited
4. Directors Resolution – Canadian Auto Recycling
5. Directors Resolution – 51633 NL
6. Indemnity Agreement and Undertaking
7. Guarantee
8. Water Certification Agreement
Joint Ownership Agreement

The Department of Transportation and Infrastructure [TI] has not identified any issue with respect to documents 1-5, 7, 8 or 9.

Indemnity Agreement

In the AND WHEREAS there is a reference to "72694" – could you explain that a little further. I assume it is a reference to a numbered company.

There are also some minor spacing issues in the same paragraph and in the last line on page 1.

Development Agreement

TI has also reviewed the registered Development Agreement between the City and your client dated October 23, 2018. In clause 2 of that Agreement H3 agrees to carry out all work on the Development in accordance with the approved Subdivision Plan" as described in the Schedule. In Clause 25 of that Agreement H3 also agreed to advise the City if it intended to transfer ownership of the lands to be developed. Can you provide a written acknowledgement from the City that acknowledges that the City approves the proposed development by the Province since it doesn't comply with the Subdivision Plan and an acknowledgement that the City has been made aware of the sale to satisfy clause 25?

Registered Documentation

TI is aware of the following registrations which may affect the sale:

- Registration 885495 – Potentially outstanding mortgage between H3 and TD Bank in the amount of \$15,640,000 which appears to include the land being purchased by TI.
- Registration 915447 – Potentially outstanding mortgage placed on an easement by NF Power which impacts the land being purchased by TI.
- Registration 546600 – Debenture between CIBC and Berjon Holdings Ltd. which possibly includes the land being purchased by TI.

Certificates and Searches as per clause 13 of the draft Agreement of Purchase and Sale

[Please note this is taken from the draft Agreement of Purchase and Sale. Clause 13 had inadvertently omitted the City Tax Certificate -see IX]

- (a) On or before the Closing Date, H3 shall deliver to NL a deed in proper form for registration, conveying good and marketable title to the Subject Lands, not subject to any liens, charges, security, encumbrances or title exceptions of any kind whatsoever.
- (b) On or before the Closing Date, H3 shall deliver to NL evidence of any approvals necessary for H3 to complete the sale of the Subject Lands.
- (c) H3 shall deliver prior to Closing such certificates in form and substance satisfactory to NL's solicitor, acting reasonably, showing no proceedings, registrations, assessments, claims, demands, levies or amounts outstanding in respect of or under, but not limited to the following:
 - (i) A judgement enforcement clearance;
 - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
 - (iii) A corporate resolution approving the transaction;
 - (iv) A certificate of good standing from the Registry of Companies;

- (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
- (vi) Clearance letter with respect to the Labour Standards Act;
- (vii) Clearance letter with respect to the Bank Act;
- (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
- (ix) A clear Municipal Tax Certificate

MOU and Agreement of Purchase and Sale

TI is also wondering about the status of the MOU and the Agreement of Purchase and Sale. You will recall TI had sent along on January 27, 2025 another draft Agreement with some proposed changes to clause 12.

Thank you again

herb

From: Quinn Kidney <quinn@bensonbuffett.com>
Sent: Wednesday, January 29, 2025 11:55 AM
To: Edwards, Herb, Gary Peddle
Cc: Bursey, Robyn, Carroll, Michael, Farewell, James, McLachlan, Taryn
Subject: RE: Purchase and Sale - H3 - Lands at Kenmount Crossing
Attachments: 250129Scan115102.pdf

Good Morning,

Thank you for your reply.

In speaking with Gary, the Water Certification documents is not required for this transaction, so you can disregard that document. This was a carry over from a previous transaction.

I've amended the Indemnity Agreement – the reference to 72694 should have read “His Majesty the King....” – that change has been made.

Please also find enclosed the corporate clearances in the name of H3 Development as follows:

- Judgment Enforcement
- Department of Finance
- Certificate of Good Standing
- WorkplaceNL
- Labour Standards
- Bank Act
- Bankruptcy and Insolvency

Kind regards,
Quinn



Quinn Kidney
Real Estate Paralegal

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

**Benson
Buffett**

T 709. 570.7248
F 709.579.2647
W bensonbuffett.com

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Cc: Bursey, Robyn <rbursey@gov.nl.ca>; Carroll, Michael <MichaelCarroll@gov.nl.ca>; Farewell, James <JamesFarewell@gov.nl.ca>; McLachlan, Taryn <TarynMcLachlan@gov.nl.ca>

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 - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
 - (iii) A corporate resolution approving the transaction;
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 - (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
 - (vi) Clearance letter with respect to the Labour Standards Act;
 - (vii) Clearance letter with respect to the Bank Act;
 - (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
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Thank you again

herb

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Transaction Details

Transaction ID: 1195517
Transaction Date: Jan-29-2025 11:46 AM
Transaction Type: Enterprise Search
Client Reference: 13861-0035
Produced By: Benson Buffett
Quinn Anderson
Search Criteria: H3 DEVELOPMENT LTD.

Results Summary

There are no matching results for the specified criteria.

s. 40(1)

Derek J. Peddle
High Sheriff of Newfoundland and Labrador (A)

January 15, 2025

Search No. 273049

Benson Buffett PLC Inc.
215 Water Street, Suite 900
St. John's NL A1C 6C9

To whom it may concern:

Client Reference #: 13861-0035

On 14 January 2025, the Department of Finance, Tax Administration Division, received your request for a clearance certificate pursuant to the provisions of the *Revenue Administration Act* in relation to the client named below:

Individual/Entity: H3 Development Ltd. (Corporation) Search Type: Corporation / Co-operative / Other Transaction: Real Estate at All Property, All Property

A search of our records, based upon the SIN(s) and/or BN(s) indicated on your application for a tax clearance certificate, confirms that the above named client is **in good standing and has no outstanding tax balance owing as of 15 January 2025.**

The information presented is based upon any filings, assessments and records submitted by the client. Without the completion of an audit, this letter serves as a qualified clearance and does not constitute a release of a statutory lien.

Yours truly,



s. 40(1)

Glenn Lockyer, CPA, CGA
Director of Tax Administration



Government of Newfoundland and Labrador
Department of Environment and Climate Change
Labour Standards Division

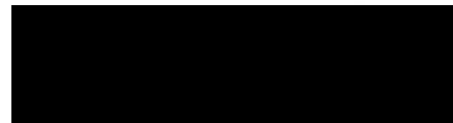
Date of Request: 1/14/2025
Clearance Request No. CLR-2501-27446

Clearance requested for: H3 Development Ltd.
Clearance requested by: Benson Buffett PLC Inc.

Confirming that the above noted is not the subject of any determination by the Labour Standards Division.

Date Clearance Issued: 1/16/2025
Invoice No. 7500NJ95

Signature of Labour Standards Representative:



s. 40(1)

The Government of Newfoundland and Labrador makes every reasonable effort to ensure that the information provided on this certificate is current and accurate at the date of issue. However, the Government of Newfoundland and Labrador and its employees will not be liable for loss or damage of any nature, either direct or indirect, arising from the use of the information provided on this certificate.

Assessment Services Department

JANUARY 15 2025

BENSON BUFFETT PLC INC.
BENSON BUFFETT PROFESSIONAL LAW CORP.
P O BOX 1538
ST JOHN'S NL A1C 5N8

Clearance Letter Confirmation Number: 0742306

RE: H3 DEVELOPMENT LTD.

Legal Purpose: LAWYER - SALE OF ASSETS
Sale of vacant land, St. John's, NL

This confirms that for the legal purpose stated above, H3 DEVELOPMENT LTD. is in good standing with WorkplaceNL as of today's date.

This clearance letter expires 45 days from the date of issue. If this legal transaction has not been finalized by that date, you should request another clearance to protect the parties involved from any potential assessment liability related to this employer.

If you have any questions, please call us at 709.778.2902 or you may use our toll free number 1.800.563.9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

Assessment Services Department

To alter this document constitutes fraud

WL7



Government
of Canada

Gouvernement
du Canada

Bankruptcy and Insolvency Records Search (BIA) search results |
Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2025-01-14

Search Criteria | Critères de recherche :

Name | Nom = H3 Development Ltd.

Reference | Référence :

13861-0035

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2025-01-09, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2025-01-09, selon les critères de recherche susmentionnés.

Canada



Protecting the
integrity of the
insolvency system

Protéger l'intégrité
du système
d'insolvabilité

Confirmation Letter/ Lettre de confirmation

215 WATER STREET, SUITE 900, C/O BENSON
BUFFETT PLC INC.
ST. JOHN'S, NL
A1C 5N8

1/14/2025 11:47:59 AM CST/HNC

Attn. / À l'attention de: Quinn Kidney
Acct No. / Compte No.: AC1212
Transaction Number / Numéro de transaction: TR373925
File Reference / Référence du dossier: 13861-0035

RE: Bank Act Security – Section 427, COR Search

Objet: Garantie en vertu de la Loi sur les banques -
Article 427, COR Search

Dear Quinn Kidney

Bonjour, Quinn Kidney

A search has been made of the cancellations of registration under the Bank Act registered in the province of NL. As at the date and time above, our records indicate the following:

Une recherche a été effectuée sur les annulations d'enregistrement en vertu de la Loi sur les banques, enregistrées dans la province de NL. À la date et à l'heure susmentionnées, nos dossiers indiquent ce qui suit :

Your search for:

Votre recherche pour :

Debtor Type / Type de débiteur: Company/ Société
Company Name/ Nom de l'entreprise: H3 DEVELOPMENT LTD.
Province of Registration / Province d'enregistrement: NL

Returns the following results:

Renvoie les résultats suivants :

No matches were found / Aucune donnée correspondante au registre



s. 40(1)

For Registrar / Pour le Registraire

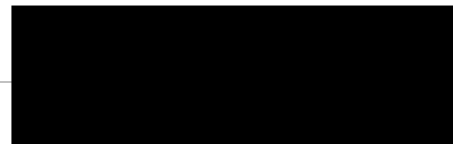
CORPORATIONS ACT

CERTIFICATE OF GOOD STANDING

Corporation Name: **H3 Development Ltd.**
Corporation Number: **65588**
Date of Incorporation: **August 11, 2011**

I certify that this Corporation has filed all documents required under the Corporations Act of Newfoundland and Labrador and is in Good Standing.

s. 40(1)



REGISTRAR OF COMPANIES
For Province of Newfoundland and Labrador
January 14, 2025

From: Carroll, Michael
Sent: Wednesday, January 29, 2025 10:48 AM
To: Bursey, Robyn
Subject: FW: Internal invoices
Attachments: Internal Invoice - In Trust Payment for H3 (2nd invoice).docx, Internal Invoice - In Trust Payment for H3.docx

Two invoices – One from Acute Care and the other from the Cardiac Center account distribution.

From: Lockyer, Cathy <CathyMLockyer@gov.nl.ca>
Sent: Wednesday, January 29, 2025 10:36 AM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: RE: Internal invoices

From: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Sent: Wednesday, January 29, 2025 10:28 AM
To: Lockyer, Cathy <CathyMLockyer@gov.nl.ca>
Subject: Internal invoices

Hi Cathy, can you email me the two internal invoices for Bensen Buffett?



Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
Planning and Accommodations Division

REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

DATE: , 2025

INVOICE #: STJ2025H3A

VENDOR INFORMATION:

NAME	Benson Buffett PLC Inc (In Trust-HDL)
CIVIC ADDRESS/PAY SITE	STJ-TRUST HDL
COMMUNITY/MUNICIPALITY	St. John's
PROVINCE	NL
COUNTRY	Canada
POSTAL CODE	A1C 5N8
TELEPHONE NUMBER	709-
EMAIL ADDRESS	GFPeddle@bensonbuffett.com
VENDOR NUMBER	0031535610
AUTHORITY	PROPERTY ACQUISITION

ACCOUNTING DISTRIBUTION:

s. 31(1)(l)

☒		PROPERTY ACQUISITION
☐		LEGAL FEES
☐		OTHER

PAYMENT INFORMATION:

AMOUNT	\$10,489,850.00
HST	
TOTAL	\$10,489,850.00

DESCRIPTION/EXPLANATION OF PAYMENT:

Payment in trust for acquisition of land in Kenmount Terrace for Acute Care Clinic/Cardiac Centre

REQUESTOR INFORMATION:

NAME (PRINT)	
SIGNATURE	

Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to glinvoices@gov.nl.ca.

If this is a Priority Payment please state in the subject line of the email to CFS.



Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
Planning and Accommodations Division

REQUEST FOR PAYMENT
DEPARTMENTAL INTERNAL INVOICE

DATE: , 2025

INVOICE #: STJ2025H3

VENDOR INFORMATION:

NAME	Benson Buffett PLC Inc (In Trust-HDL)
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s. 31(1)(l)

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NAME (PRINT)	
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Please complete all sections of the form for invoice processing at Corporate Financial Services (CFS) and scan with all related information and attachments to glinvoices@gov.nl.ca.

If this is a Priority Payment please state in the subject line of the email to CFS.

From: Batt, Scott <sbatt@mountpearl.ca>
Sent: Tuesday, January 28, 2025 9:48 AM
To: Spracklin-Reid, Darlene
Cc: Rideout, Cassie
Subject: RE: Northeast Avalon Infrastructure Projects

Thanks Darlene, this wording seems fair and reasonable.

Cheers,



SCOTT BATT, P.ENG., MCE
DIRECTOR OF PLANNING, ENGINEERING AND DEVELOPMENT

709 748 1059
mountpearl.ca
sbatt@mountpearl.ca
3 Centennial Street Mount Pearl, NL A1N 1G4

From: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>
Sent: Tuesday, January 28, 2025 9:09 AM
To: Batt, Scott <sbatt@mountpearl.ca>
Cc: Rideout, Cassie <crideout@mountpearl.ca>
Subject: Northeast Avalon Infrastructure Projects

Hi Scott and Cassie,

The following is a proposed rewording of task 3 based on feedback and discussion:

Existing Wording Task 3

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

[Redacted text block]

Proposed Wording Task 3

This hydraulic analysis aims to determine how to extract the maximum benefit for St. John's, Mount Pearl and Paradise from infrastructure which will be required for the development of the Kenmount Crossing Healthcare Campus by integrating their hydraulic models and incorporating updated water demand projections.

[Redacted text block]

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Let me know if that works,

Darlene

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From: Spracklin-Reid, Darlene
Sent: Tuesday, January 28, 2025 9:26 AM
To: Martin, Warren
Subject: Minor update

This hydraulic analysis aims to determine how to extract the maximum benefit for St. John's, Mount Pearl and Paradise from infrastructure which will be required for the development of the Kenmount Crossing Healthcare Campus by integrating their hydraulic models and incorporating updated water demand projections

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Darlene Spracklin-Reid, P.Eng B.Ed FEC PMP
Assistant Deputy Minister, Infrastructure

Department of Transportation and Infrastructure
5th Floor, West Block, Confederation Building
Government of Newfoundland & Labrador
P.O. Box 8700, St. John's NL A1B 4J6
Pronouns : She/Her



From: Derek Coffey <dcoffey@stjohns.ca>
Sent: Tuesday, January 28, 2025 9:24 AM
To: Spracklin-Reid, Darlene
Subject: RE: Copy of reworded mandate

Hi Darlene,

One trivial suggestion from me - [REDACTED]

Nothing else from us

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Derek

Derek Coffey, CPA, CA, MBA
City Manager (Acting)
City of St. John's
709.576.8332
dcoffey@stjohns.ca

From: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>
Sent: Tuesday, January 28, 2025 9:07 AM
To: Derek Coffey <dcoffey@stjohns.ca>
Subject: RE: Copy of reworded mandate

CAUTION: This is an EXTERNAL email. Do not click on any link, open any attachments, or action a QR code unless you recognize the sender and have confirmed that the content is valid. If you are suspicious of the message use the **Report a Phish** button to report it.

Hi Derek,

Please see the following. I made some edits during the meeting based on discussion.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Existing Wording Task 3

[REDACTED]

Proposed Wording Task 3

This hydraulic analysis aims to determine how to extract the maximum benefit for St. John's, Mount Pearl and Paradise from infrastructure which will be required for the development of the Kenmount Crossing Healthcare Campus by integrating their hydraulic models and incorporating updated water demand projections.

[REDACTED]

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

From: Derek Coffey <dcoffey@stjohns.ca>
Sent: Tuesday, January 28, 2025 9:04 AM
To: Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>
Subject: Copy of reworded mandate

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Darlene,

Having left the office yesterday and headed home I came in this morning without the copy of the above that Cory supplied. Do you have a copy you could send me?

Thanks

Derek

Derek Coffey, CPA, CA, MBA
City Manager (Acting)
City of St. John's
709.576.8332
dcoffey@stjohns.ca

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From: HP RM Production Silo 8-5 <_hprmenv8_5@gov.nl.ca>
Sent: Tuesday, January 28, 2025 8:38 AM
To: Bursey, Robyn
Subject: TRIM - REVIEW AND APPROVE CON/2025/0002--H3 MOU Kenmount Crossing
Attachments: H3 MOU Kenmount Crossing.tr5

This Action has been recently created and assigned to you and is due to be started on 01/27/2025 at 7:22 PM.

H3 MOU Kenmount CrossingCON/2025/0002
Action: REVIEW AND APPROVE
Responsible Location: Bursey, Robyn
Due Date: 01/29/2025 at 7:23 PM

NOTES:

"Tuesday, January 28, 2025 at 8:35:32 AM (GMT+03:30) Barnes, Dayle (Ms.):"
Printed and placed in Robyn's office.

"Monday, January 27, 2025 at 7:19:47 PM (GMT+03:30) Carroll, Michael (Mr.):"
Please print for Robyn. Thanks.

Could you please ensure that it is completed by 01/29/2025 at 7:23 PM.

--

This E-mail Message has been automatically generated by TRIM Context (Transportation and Infrastructure - Production).

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made at the City of St. John's, in the Province of Newfoundland and Labrador this 16 day of October, 2024

BETWEEN: H3 Development Limited, a body corporate duly incorporated pursuant to the laws of the Province of Newfoundland & Labrador
(hereinafter referred to as "**H3**")

AND: His Majesty in Right of Newfoundland and Labrador as represented by the Minister of the Department of Transportation and Infrastructure

(hereinafter referred to as "**TI**")

WHEREAS H3 is the legal and beneficial owner of lands situate at Kenmount Road in the City of St. John's, in the Province of Newfoundland and Labrador a portion of which measures approximately 64 acres and more particularly described in the diagram attached hereto as Schedule "A" (hereinafter referred to as the "**Property**").

AND WHEREAS it is the intention of H3 and TI to negotiate a Purchase and Sale Agreement ("**PSA**") for the H3 Property on certain preliminary understandings which are identified below.

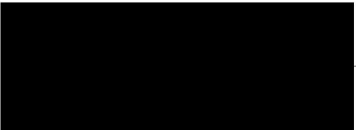
1. **H3 Contribution:** H3 shall donate to TI 10 acres of the Property in return for an official income tax receipt for \$4,250,000 (representing a price of \$425,000.00 per acre).
2. **Purchase Price:** TI shall pay \$425,000.00 per acre for the remaining 54 acres for a total of \$22,950,000.00 (the "**Purchase Price**"). The Purchase Price shall be adjusted up or down as required upon a current survey being obtained confirming the exact measurements of the Property.
3. **Earnest Money Deposit:** Upon mutual execution of this MOU TI shall deposit in escrow 10% of the Purchase Price as a non-refundable earnest money deposit ("**Deposit**"), to be held by H3's solicitor. If at any time after the PSA has been executed TI decides not to proceed with the purchase of the Property for reasons other than issues related to title to the Property or the environmental condition of the Property then the Deposit shall be paid to H3. The Deposit shall be held in an interest - bearing account for the sole benefit of the H3 with all interest accruing to the benefit of and being paid to H3.
4. **Purchase and Sale Agreement:** Upon execution of this MOU the Parties shall immediately commence to negotiate a PSA to include commercial reasonable terms for the Property located in this area, including terms in relation to the delivery of water to the Property. The Parties acknowledge the non-binding nature of this MOU but the Parties agree that the Purchase Price shall not be changed unless mutually agreed. The first draft of the PSA will

s. 40(1)

be prepared by TI and delivered to H3 for review within 10 business days of the signing of this MOU by the Parties.

5. **Confidentiality:** H3 and TI shall not disclose the contents of this MOU or the fact that TI has indicated the desire to enter discussions or negotiations with H3 concerning the purchase of the H3 Property, nor any of the terms, conditions or other facts with respect to any such purchase. TI and H3 may disclose such to their respective representatives, employees, agents and consultants, provided they have been instructed to not disclose such information, except where required for the performance of their responsibilities, or as required by law.
6. **Effect of MOU:** This MOU represents an outline of the proposed transaction and TI's potential acquisition of the Property. TI and H3 expressly agree that this MOU is only an expression of intent of the Parties with respect to the transaction contemplated hereunder and, except for the agreed on Purchase Price and Deposit, the matters set forth herein shall not be legally binding upon or enforceable against either Party. Except as set forth above, this MOU does not create, and is not intended to create, a binding and enforceable contract between TI and H3.
7. **Entire Agreement:** As of the date of this MOU there are no other written or oral agreements or understandings among TI and H3, and no agreement shall be deemed entered into as a result of the course of conduct of either Party. No modification or amendment to this MOU may be made except by an instrument in writing signed by the duly authorized officers or agents of TI and H3.
8. **Termination and Survival:** This MOU will automatically terminate and be of no further force and effect upon the earlier of: (a) the execution of the PSA by TI and H3; and (b) the end of thirty (30) days from the date of the signing of this MOU unless otherwise extended in writing by, or on behalf of, TI and H3, which shall include an e-mail confirmation sent for such purpose. Notwithstanding the termination of this MOU, paragraph 6 shall survive the termination of this MOU. Upon the termination of this MOU, neither TI nor H3 shall be liable to the other Party for any claims, actions, costs, damages or losses whatsoever relating to this MOU and the transactions contemplated herein..
9. **Counterparts:** This MOU may be executed in one or more counterparts, including electronic or facsimile transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together shall form one MOU and shall be valid and binding in the manner set forth herein above.

[Balance of page intentionally left blank. Execution page to follow.]

 s. 40(1)

IN WITNESS WHEREOF the Parties have executed this agreement effective the day and year first before written.

H3 Development Limited.

[Redacted Signature]

witness

[Redacted Signature]

witness

Per:

[Redacted Signature]

President

Per:

[Redacted Signature]

Vice-President

Transportation and Infrastructure

[Redacted Signature]

witness

Per:

[Redacted Signature]

From: Edwards, Herb
Sent: Monday, January 27, 2025 2:34 PM
To: Gary Peddle, McLachlan, Taryn
Cc: Bursey, Robyn, Carroll, Michael
Subject: Agreement of Purchase and Sale - H3 - Kenmount Crossing
Attachments: Agreement of Purchase and Sale - H3 - Kenmount Crossing -Clean January 24, 2025-14910-9383-0416.docx

Hi Gary

Attached please find the latest draft of the Agreement of Purchase and Sale between our clients.

Two changes have been made

1. Front page - change to the reference to the schedules
2. Clause 12.

We look forward to hearing from you.

Thanks again.

herb

AGREEMENT OF PURCHASE AND SALE

BETWEEN: **H3 DEVELOPMENT LIMITED**, a body corporate duly incorporated pursuant to the laws of Newfoundland and Labrador

("H3")

AND: **HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Minister of Transportation and Infrastructure

("NL")

WHEREAS H3 is the legal and beneficial owner of the Subject Lands (as hereinafter defined).

AND WHEREAS H3 and NL entered into a MOU on October 26, 2024, extended by mutual agreement on November 23, 2024, which set out their preliminary understandings with respect to the purchase and sale of the Subject Lands;

AND WHEREAS H3 has agreed to sell and NL has agreed to purchase the Subject Lands as described in Schedule A attached hereto;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Parties, and in further consideration of conditions set out in this Agreement the Parties hereto covenant and agree as follows:

1. **DEFINITIONS**

- (a) "Agreement" means this entire Agreement of Purchase and Sale, including Schedules A, B and C. ~~Annex A.~~
- (b) "Parties" means NL and H3.
- (c) "Closing Date" means the date upon which the Parties shall complete a Conveyance of the Subject Lands in accordance with the terms and conditions of this Agreement;
- (d) "Agreement Date" means the date this Agreement is executed by NL;
- (e) "Conveyance" means a conveyance by Deed of Conveyance from H3 to NL of all right, title and interest of H3 in the Subject Lands.

- (f) "Donated Lands" means the lands referred to in Clause 6 comprised of 10 acres which lands shall be donated to NL by H3.
- (g) "Environmental Laws" shall have the meaning as set out in clause 7 (a).
- (h) "Hazardous Substances" means any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be "hazardous", a "pollutant", "toxic", "deleterious", "caustic", "dangerous", a "waste", a "hazardous material", a "source of contamination" or analogous substances including, without limitation, petroleum products, and petroleum-derived substances, polychlorinated biphenyls, and flammable and radioactive materials.
- (i) "Joint Ownership, Service and Access Agreement" means the agreement attached hereto as Schedule "B".
- (j) "Purchased Lands" means the lands referred to in Clause 6 which lands shall be purchased by NL from H3 on the terms and conditions contained herein.
- (k) "Subject Lands" means collectively the Donated Lands and the Purchased Lands which lands are described in Schedule "A", comprised of a total area of 64.764 acres, including all structures and erections contained on, over or under the Subject Lands, subject to any easements and rights of way located on, over or under the Subject Lands.

2. GENERAL

- (a) Words importing the singular may include the plural, and words denoting the masculine may include all other genders, if the context so requires.
- (b) The Subject Lands shall remain at the risk of H3 until the Closing Date;
- (c) For the purposes of this Agreement, the term "NL" shall be deemed to include servants, officials, employees, contractors, and agents of the His Majesty the King in Right of Newfoundland and Labrador;
- (d) This Agreement shall be binding upon the Parties hereto and their respective administrators and assigns.
- (e) All time frames noted as 'days' herein are deemed to be business days (Monday to Friday – excluding statutory and civic holidays) unless otherwise specified;
- (f) H3 and NL acknowledge and agree that any information supplied to it by the other party in respect of the transaction contemplated hereunder, and which is not in the public domain, is confidential and shall not be disclosed to any third party, other than its professional advisors, or used for any other purposes whatsoever except to comply with a court order or a provision of the *Access to Information and Protection of Privacy Act*.

- (g) Any failure of NL or H3 to insist upon strict performance of or compliance with any of the covenants, terms or conditions contained in this Agreement or any subsequent Conveyance shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default by either party;
- (h) Any failure of NL to insist upon strict performance of or compliance with the laws of NL and the City of St. John's, shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that, NL may have or a waiver of any subsequent breach or default by H3;
- (i) The order of the sections of this Agreement shall not signify any particular order of importance in contemplation or enforcement of this Agreement or in the event of a dispute respecting this Agreement;
- (j) If any covenants, terms, or conditions of this Agreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining covenants, terms, and conditions of this Agreement shall not be affected or impaired in any way;
- (k) H3 shall not assign any of its rights or obligations under this Agreement.
- (l) The headings to the Articles hereto have been inserted for convenience of reference only and are not to be used in the interpretation of this Agreement.
- (m) Notwithstanding the provisions of this Agreement requiring the giving of notice by way of certified mail, it is understood and agreed between the parties hereto that notice may be given by way of personal service, whether it be a time of mail service disruption or otherwise, upon an officer or responsible employee of the party to be notified.
- (n) Time shall in all respects be of the essence in this Agreement.
- (o) This Agreement contains the entire Agreement between H3 and NL as to the sale of the Subject Lands, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the subject matter hereof. This Agreement cannot be changed in any way except by a written instrument signed by the Parties hereto.
- (p) This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
- (q) Executed PDF or fax copies of this Agreement have the same binding effect as the original executed Agreement.

3. **CLOSING DATE**

H3 and NL agree that the Closing Date shall be **Friday, January 31, 2025** (the "Closing Date").

4. **DEPOSIT**

On October 30, 2024 NL paid a deposit to H3 in the amount of two million, two hundred and ninety-five thousand dollars (\$2,295,000.00) (the "Deposit"). If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons other than issues related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be paid to H3. If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be returned to NL within three (3) days of a written request from NL.

5. **PURCHASE PRICE**

NL and H3 agree that the purchase price of the Subject Lands shall be four hundred and twenty-five thousand dollars (\$425,000.00) per acre for the 54.764 acres being purchased for a total of twenty-three million, two hundred and seventy-four thousand and seven hundred dollars (\$23,274,700.00) (the "Purchase Price") minus the Deposit for a total sum of twenty million nine hundred and seventy-nine thousand and seven hundred dollars (\$20,979,700.00) to be paid by NL to H3 on or before the Closing Date. H3 and NL agree that the Purchase Price shall be adjusted up or down once the exact measurements of the Subject Lands are confirmed by a survey.

6. **H3 DONATION**

- (a) On the Closing Day H3 shall donate to NL the Donated Lands consisting of ten (10) acres which are included in the Subject Lands as more particularly described in Schedule "A" in return for an official income tax receipt for four million, two hundred and fifty thousand dollars (\$4,250,000.00) representing a price of four hundred and twenty-five thousand dollars (\$425,000.00) per acre. NL shall provide the income tax receipt requested once H3 has provided to NL an appraisal/assessment completed by an independent party confirming that four hundred and twenty-five thousand dollars (\$425,000.00) per acre represents market value.
- (b) In the event the transaction contemplated herein does not close, it is the intention of H3 to donate 10 acres of land to NL for the purpose of the construction of a hospital, H3 shall have the unfettered right to identify the 10 acre parcel located in Kenmount Crossing to ensure that such location does not compromise or negatively impact the current development infrastructure and design and any changes required thereto. Such donation shall be subject to the terms and conditions identified in 6(a) and 11(c) herein.

7. ENVIRONMENTAL MATTERS

The following representations and warranties of H3 shall apply:

- (a) H3 has been and is in compliance with all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws, and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substance ("Environmental Laws");
- (b) H3 has not used or permitted to be used, except in compliance with all Environmental Laws, the Subject Lands to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (c) Other than identified in the Phase 1 Environmental Site Assessment Report referred to in Clause 9 herein, H3 has never received any notice of, nor has been prosecuted for any offence alleging, non-compliance with any Environmental Laws, and H3 has not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Subject Lands nor has H3 received notice of any of the same;
- (d) H3 has not caused or permitted, nor does it have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from the Subject Lands. Any Hazardous Substances and all other wastes and other materials and substances used in whole or in part by H3 on the Subject Lands has been disposed of, treated and stored in compliance with all Environmental Laws.

8. REPRESENTATIONS AND WARRANTIES OF H3

H3 represents and warrants to NL, to the best of its knowledge, as of the date hereof (and will represent and warrant to NL as of the Closing Date) and acknowledges that NL is relying upon such representations and warranties in connection with its purchase of the Subject Lands, as follows:

- (a) Title to Real Property - H3 has the exclusive right to possess, use and occupy the Subject Lands, and has good and marketable title in fee simple to the Subject Lands, free and clear of all liens, charges, encumbrances and securities except as to any registered restrictions or covenants that run with the land and satisfactory to NL and any existing electrical or communications infrastructure which is located on, over or under the Subject Lands by way of formal or implied easement;
- (b) The current uses of the Subject Lands comply with all regulations, statutes, enactments, laws and by-laws including, without limitation, those dealing with zoning, parking, access fire and public health and safety and Environmental Laws;
- (c) No alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Subject Lands

by any municipal, provincial or other competent authority, which alteration, repair, improvement or other work has not been completed, and H3 knows of no written notification having been given to it of any such outstanding work being ordered, directed or requested, other than those that have been complied with;

- (d) All accounts for work and services performed and materials placed or furnished upon or in respect of the Subject Lands have been fully paid and satisfied, and no person is entitled to claim a lien under any construction or repairer's lien legislation or similar legislation against the Subject Lands or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;
- (e) There is nothing owing in respect of the Subject Lands by H3 to the City of St. John's or to any other corporation or commission owning or operating a public utility for water, electrical power, other than current accounts in respect of which the payment due date has not yet passed;
- (f) No part of the Subject Lands has been taken or expropriated by any federal, provincial, municipal or other competent authority nor has any notice or proceeding in respect thereof been given or commenced;
- (g) The Subject Lands are in good condition and are suitable for the purposes for which they are currently being used;
- (h) The Subject Lands are fully serviced as detailed in the as-built drawings in Schedule "A" and has suitable access to public roads, and there are no outstanding levies, charges or fees assessed against the Subject Lands by any public authority (including development or improvement levies, charges or fees).
- (i) This Agreement has been duly executed and delivered by H3 and is a legal, valid and binding obligation of H3, enforceable against H3 by NL in accordance with its terms.
- (j) H3 is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

9. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

H3 shall provide to NL the Phase 1 Environmental Site Assessment report in its possession concerning the Subject Lands and allow sufficient time to review the report before the Closing Date.

10. INFRASTRUCTURE OBLIGATIONS

a) Connection of the NL's facility to the water, sewer and storm sewer services are at NL's cost and shall be connected to the services located adjacent to the Subject Lands in the center of the streets. All connections to the services shall comply with all applicable codes and best industry practices including any specific requirements of the City of St. John's.

b) NL is responsible for any repairs to the street, curb and gutter, sidewalk, or adjacent properties, that may be necessary upon the servicing of the Subject Lands. These repairs must be approved and accepted by the City of St. John's.

(c) NL agrees that its engineers will consult and work with the engineers of H3 to ensure that NL's grading plan is in keeping with the grading plan of the development area and those of neighbouring properties and that NL's grading plan does not negatively impact upon such developed area or neighbouring properties.

(d) During the period NL is connecting to the existing water main NL shall;

(i) Coordinate and organize work to minimize interruptions to existing services.

(ii) Notify the Vendor and surrounding building occupants who may be affected a minimum of 24 hours in advance of planned interruptions in service.

(iii) Shall not interrupt water service except between 10:00am and 4:00pm local time, unless otherwise authorized by the City of St. John's.

(iv) Notify the Vendor, the City of St. John's Environmental Services Division and St. John's Regional Fire Department of any planned or accidental interruption in water service occurs.

11. REPRESENTATIONS AND WARRANTIES OF NL

NL represents and warrants to H3 as of the date hereof (and will represent and warrant to H3 as of the Closing Date) and acknowledges that H3 is relying upon such representations and warranties in connection with its sale of the Subject Lands, as follows:

(f) NL is not a non-resident of Canada for the purposes of the Income Tax Act (Canada).

(g) This Agreement and the HST Indemnity to be provided by NL under this Agreement, when executed, will be duly executed and delivered by NL and will be a legal, valid and binding obligation of NL, enforceable against NL by H3 in accordance with its terms.

12. H3 and NL agree that there will have to be significant upgrades to the Subject Lands, adjacent properties and the general area in order to facilitate the intended use of the property and to accommodate H3's general development of the area. NL shall be solely responsible for the following: services (including water and sewer and related water management obligations), fire fighting requirements, grading, site services and development requirements for the Subject Lands. NL also agrees that as of the date of signing of the MOU it will be responsible for any and all upgrades or changes to the

existing and proposed access roads, including the intersections with Kenmount Road and any related traffic changes or requirements, ~~such as traffic lighting as long as those upgrades, changes or requirements are~~ that are specifically required by the City of St. John's as a direct result of NL's proposed development of a healthcare campus inclusive of a hospital on the Subject Lands. H3 agrees that it shall be responsible for all road development associated with Street 'A' and Captain Prim Drive as outlined in Schedule 'C' attached. The pParties agree that this clause shall survive the closing of this transaction.

13. CLOSING REQUISITIONS OF NL

- (a) On or before the Closing Date, H3 shall deliver to NL a deed in proper form for registration, conveying good and marketable title to the Subject Lands, not subject to any liens, charges, security, encumbrances or title exceptions of any kind whatsoever.
- (b) On or before the Closing Date, H3 shall deliver to NL evidence of any approvals necessary for H3 to complete the sale of the Subject Lands.
- (c) H3 shall deliver prior to Closing such certificates in form and substance satisfactory to NL's solicitor, acting reasonably, showing no proceedings, registrations, assessments, claims, demands, levies or amounts outstanding in respect of or under, but not limited to the following:
 - (i) A judgement enforcement clearance;
 - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
 - (iii) A corporate resolution approving the transaction;
 - (iv) A certificate of good standing from the Registry of Companies;
 - (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
 - (vi) Clearance letter with respect to the Labour Standards Act;
 - (vii) Clearance letter with respect to the Bank Act;
 - (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
 - (ix)
- (d) H3 shall have delivered to NL a current survey for the, Donated Lands, Purchased Lands and the Subject Lands, acceptable to NL's counsel, such survey shall accurately describe the parcels as they presently exists and shall show no encroachments on the Subject Lands and that no part of the Subject Lands encroaches upon property owned by any others.

- (e) All other terms of this Agreement have been complied with on the Closing Date.

14. CLOSING REQUISITIONS OF H3

- (a) The Purchase Price in accordance with clause 5.
- (b) If applicable, NL shall deliver to H3 on the Closing Date, a certificate confirming that it will remit the HST payable on this transaction directly to the Canada Revenue Agency and shall indemnify H3 in respect thereof.
- (c) Executed copy of the Joint Access and Ownership agreement referred to in Clause 15(ix).

15. TAX

With respect to HST payable pursuant to the Act, the Parties covenant and agree that since NL is a registrant for purposes of the Excise Tax Act (Canada), on the Closing Date H3 shall not collect HST from NL in respect of this transaction and NL shall file returns and remit such HST to the appropriate governmental authority when and to the extent required by the Act and NL shall provide to H3 on closing an Indemnity in a form satisfactory to H3.

16. EXPIRY OF AGREEMENT

If a Conveyance of the Subject Lands is not finalized by the Closing Date, unless the Closing Date is extended by mutual agreement, this Agreement shall be deemed terminated and of no force or effect whatsoever and no fault or liability shall rest against NL or H3 as a result.

17. INSPECTION BY NL

- (a) Prior to the Closing Date, NL shall be fully liable and responsible, entirely at its own expense, to conduct any necessary consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to:
 - (i) The amount of taxes, rates or assessments which may now be and which may continue to be applicable against the Subject Lands after the Closing Date;
 - (ii) The environmental condition of the Subject Lands. NL may conduct any additional environmental assessments, including Phase I and Phase II assessments, as NL deems necessary to ensure that the Subject Lands complies with all environmental standards, which assessments will be at NL's own cost. NL shall notify H3 of any environmental assessments to be conducted by it and this Agreement shall be conditional on the completion of such assessments prior to the Closing Date and NL's satisfaction with the results thereof.

- (iii) The condition of any structures or erections located on, over or under the Subject Lands;
 - (iv) The condition and suitability of the Subject Lands for any existing or intended development, use, possession, or occupation;
 - (v) Any Federal, Provincial, Municipal, and other regulatory approvals or permits which may be required to carry out any development, use, possession, or occupation of the Subject Lands;
 - (vi) Ingress, egress, and access to the Subject Lands;
 - (vii) The boundaries of the Subject Lands;
 - (viii) Any rights of way, easements, reservations, encumbrances, or encroachments which may exist on, over or under the Subject Lands;
 - (ix) A review of the Joint Ownership, Service and Access Agreement
- (b) If required, NL may request access to the Subject Lands at any time from 8 am to 5 pm Monday to Friday between the Agreement Date and the Closing Date, excluding statutory and civic holidays, to conduct any consultation, testing, assessment, or inspection required to satisfy itself with respect to section 7(a).
- (c) NL may commission, entirely at its own expense, any contractors which may be necessary or required to conduct any consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to section 7(a). NL shall ensure that its contractors hold all necessary liability insurance policies required for entry and work on the Subject Lands and H3 shall hold no liability or responsibility in this regard.
- (d) If intrusive consultation, testing, assessment, or inspection is required:
- (i) Prior to any consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, obtain all necessary regulatory approvals and permits to carry out such testing, assessment, and inspection;
 - (ii) During consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, ensure that the Subject Lands is properly secured in accordance with all applicable safety and engineering standards and guidelines;
 - (iii) During consultation, testing, assessment, and inspection, NL and its contractors shall immediately terminate any testing, assessment, or inspection if any environmental contamination or historical artifacts or objects are suspected, found or identified on or under the Subject Lands;
 - (iv) Upon conclusion of consultation, testing, assessment or inspection, NL and its contractors shall ensure that the Subject Lands are restored as close as reasonably possible to the condition existing upon entry.

18. WITHDRAWAL FROM AGREEMENT

NL may withdraw from this Agreement in writing at any time between the Agreement Date and the Closing Date if it is not satisfied with H3's title to the Subject Lands or because it is not satisfied with the environmental condition of the Subject Lands.

19. CONDITIONS OF CONVEYANCE

(a) Conveyance of the Subject Lands to NL shall be:

- (i) Subject to this Agreement of Purchase and Sale;
- (ii) Subject to all formal and implied easements and rights of way located on, over or under the Subject Lands which may or may not be identified on the schedules attached hereto;
- (iii) Inclusive of all structures and erections contained on, over or under the Subject Lands;

20. TAXES AND ASSESSMENTS

Up to the Closing Date, H3 shall be responsible for any applicable taxes, rates, and assessments on the Subject Lands.

21. CONFLICT OF INTEREST

No member, employee, official, agent or contractor of NL shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

22. COSTS

The Parties shall be fully responsible for their own costs in this matter, including any costs associated with the current or future use of the dispute resolution options outlined in this Agreement.

23. NON-AGENCY

This Agreement does not provide H3 with a right to speak, represent or act on behalf of NL.

24. DISPUTE RESOLUTION

In the event of a disagreement or dispute between the Parties arising from this Agreement either before or after the Closing Date, the Parties shall resolve any disagreement(s) or dispute(s) in the order as follows:

- (i) Through good faith negotiations;
- (ii) Through mediation;
- (iii) Through proceedings in Court;

25. NOTICE

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) If to H3:

Attention:

Phone:

Email:

- (ii) If to NL:

Government of Newfoundland and Labrador

Department of Transportation and Infrastructure

Attention: Michael Carroll

Director - Planning and Accommodations

(709) 729 2892

michaelcarroll@gov.nl.ca

or to such other address as either party may designate to the other in written notice.

- (b) Any such notice or other communication shall be deemed to have been delivered and received one day after dispatch if sent by overnight delivery, delivered and received on the day on which it was hand delivered or transmitted electronically (or, if such day is not a Business Day or if such notice is delivered or transmitted after 5:00 p.m., it shall be deemed to have been delivered and received on the following Business Day) or, if mailed, on the fifth Business Day following the date of mailing; provided however, that if at the time of mailing or within five Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by facsimile or electronic means as set out above.
- (c) Either party may at any time change its address for receipt of such notice and other communications from time to time by giving notice to the other party in accordance with this clause.

26. DOCTRINE OF MERGER

The representations, warranties and covenants contained herein shall not merge but shall survive the Closing Date. The doctrine of merger shall not apply hereto and this Agreement shall remain in full force and effect notwithstanding the sealing, issuing or delivery of the Conveyance.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Parties by their duly authorized officers on their behalf: **H3 DEVELOPMENT LIMITED**

SIGNED, SEALED AND DELIVERED by H3 DEVELOPMENT LIMITED on this _____ day of

_____, _____ in the presence of:

WITNESS

GLENN HICKEY, President

WITNESS

BERT HICKMAN, Vice-President

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR

SIGNED, SEALED AND DELIVERED by the Deputy Minister of Transportation and Infrastructure
for the Minister of Transportation and Infrastructure on this ____ day of _____,
_____, in the presence of:

WITNESS

DEPUTY MINISTER

From: Edwards, Herb
Sent: Monday, January 27, 2025 10:55 AM
To: Gary Peddle
Cc: Bursey, Robyn, Carroll, Michael, McLachlan, Taryn
Subject: MOU Extension - H3 - Kenmount Crossing
Attachments: MOU Extension Jan 27, 2025.pdf

Hi Gary

Further to our conversation this morning here is the MOU- already executed by TI and setting out an extension for 10 days. TI is tweaking the Agreement of Purchase and Sale.

Thank you

herb

THIS EXTENSION AGREEMENT made at the City of St. John's, in the Province of Newfoundland and Labrador, on this _____ day of _____, 2025.

BETWEEN:

His Majesty in Right of Newfoundland and Labrador, as represented by the Minister of Transportation and Infrastructure

(hereinafter referred to as "TI")

AND:

H3 Development Limited, a body corporate duly incorporated pursuant to the laws of the Province of Newfoundland & Labrador

(hereinafter referred to as "H3")

WHEREAS:

- A. H3 and TI are parties to a Memorandum of Understanding dated October 26, 2024 (the "**MOU**") attached to this agreement wherein the parties state their intention to negotiate a Purchase and Sale Agreement for lands situate at Kenmount Road in the City of St. John's, in the Province of Newfoundland and Labrador a portion of which measure approximately 64 acres based on preliminary understandings set out in the MOU.
- B. Section 8 of the MOU provides the Parties the option to extend the MOU through writing by, or on behalf of, TI and H3, which shall include an email confirmation sent for such purpose.
- C. On November 23, 2024 the Parties extended the MOU for sixty (60 days).
- D. H3 and TI wish to exercise the option to extend the MOU according to Section 8 of the MOU for ten (10) additional days with the same terms and conditions.

In consideration of the mutual covenants and promises contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

- 1. The MOU is extended for thirty (30) days from the date of expiry of the MOU on the same terms, conditions and pricing.
- 2. The Parties acknowledge and agree that all terms and conditions of the MOU shall remain in full force and effect.
- 3. This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF that the parties have by their authorized representatives executed this Extension Agreement effective the day and year first written.

H3 Development Limited

Witness

Per:

Transportation and Infrastructure

s. 40(1)

Witness

Per:

s. 40(1)

From: Batt, Scott <sbatt@mountpearl.ca>
Sent: Friday, January 24, 2025 1:43 PM
To: Grandy, Cory
Cc: Fisher, Katie, Spracklin-Reid, Darlene, Rideout, Cassie
Subject: RE: Northeast Avalon Infrastructure Projects

Hi Cory, as requested please see comments below regarding Stantec's proposal.

The proposal is currently written with a lens on a one tank solution based solely on hydraulic efficiency. However, there are other factors including cost, schedule acceleration, redundancy, and maintenance which are equally as important and merit discussion in the report [REDACTED]

[REDACTED]

Task #2: Water Demands

- Include commentary on fire flow service areas that can be accommodated by Mount Pearl's tank. Mount Pearl has already completed this study with CBCL and can provide Stantec with this information. Our study shows that there is capacity to support the hospital for most of the H3 site, but not to 100% support final build-out at higher elevations on the site. Providing a 350mm line from approximately the Mount Carson intersection to the H3 site would allow this to happen.
- Water demands must include more than historical trends as Mount Pearl has increased our water use efficiency over the last 10 years due to extensive investment in leak detection and repairs to open up development for approximately 16,000 people. With the development of Kenmount Hill, the City of Mount Pearl will be utilizing much of these savings.

Task #3: Hydraulic Analysis

- There is a sentence in this section that states [REDACTED]
[REDACTED] A side by side comparison of both scenarios needs to be clearly presented.

Task #4 Cost Options

- [REDACTED]

Regards,

SCOTT BATT, P.ENG., MCE
DIRECTOR OF PLANNING, ENGINEERING AND DEVELOPMENT



709 748 1059

mountpearl.ca

sbatt@mountpearl.ca

3 Centennial Street Mount Pearl, NL A1N 1G4

From: Grandy, Cory <corygrandy@gov.nl.ca>

Sent: Tuesday, January 21, 2025 10:28 PM

To: Lisa Niblock <lniblock@paradise.ca>; cmilley@paradise.ca; Derek Coffey <dcoffey@stjohns.ca>; dtmartin@stjohns.ca; Batt, Scott <sbatt@mountpearl.ca>; Rideout, Cassie <crideout@mountpearl.ca>

Cc: Fisher, Katie <KatieFisher@gov.nl.ca>; Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>

Subject: RE: Northeast Avalon Infrastructure Projects

Good Evening Colleagues.

My apologies for the late email but I wanted to get this out to you prior to our meeting tomorrow.

First though, I would like to congratulate Cassie in her new role as CAO at the City of Mount Pearl! Cassie, I'm hoping you'll be able to join us tomorrow on our call but appreciate there would be a lot you are into in these early days.

Further to and as per our takeaways from our last meeting, TI has been engaged in discussion with Stantec with the aim of undertaking a comprehensive analysis of the regional water system specifically as it pertains to the Kenmount Crossing area, and surrounds into Paradise and Mount Pearl. The overall objective is to determine the most efficient solution that addresses the province's proposed hospital development as well address existing issues and proposed development in Mount Pearl and Paradise.

I have attached the draft proposal received from Stantec with intent to review/discuss tomorrow. I think it covers all relevant points but welcome your views and any nuances that you feel we may have missed. I will note that subsequent to this pdf, we had further discussion with Stantec about cost that is not reflected in this document but it doesn't change the scope or methodology. As I stated in our previous discussion, TI agrees to fund this consultant engagement.

My hope tomorrow is to receive your concurrence and we can recommend this to Minister and Mayors at the meeting with them scheduled for Monday.

Thanks,
Cory

-----Original Appointment-----

From: TI-DM <TI-DM@gov.nl.ca>

Sent: Friday, December 20, 2024 1:48 PM

To: TI-DM; TI-DM; Grandy, Cory; Fisher, Katie; Spracklin-Reid, Darlene; Lisa Niblock; cmilley@paradise.ca; Derek Coffey; dtmartin@stjohns.ca; sbatt@mountpearl.ca

Subject: Northeast Avalon Infrastructure Projects

When: Wednesday, January 22, 2025 9:00 AM-10:00 AM (UTC-03:30) Newfoundland.

Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

Join the meeting now



Dial in by phone

 Canada, St John's

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For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

From: Bursey, Robyn
Sent: Thursday, January 23, 2025 4:17 PM
To: Carroll, Michael
Subject: FW: Proposed Wording
Attachments: 2022-047 Rev B Set - 11 Dec 2023.pdf

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 2:19 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

Hi Robyn,

As requested, please see the attached drawings.

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 21, 2025 1:56 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

I need to have a quick chat with you. Would you be free for a call?

Thanks

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 1:31 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robyn,

Just checking in to see where we are..... the MOU expires this week.....

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 17, 2025 9:17 AM

To: Blair McNiven <bmcniven@kenmountcrossing.ca>

Subject: RE: Proposed Wording

Hi Blair,

Thanks again for your cooperation on file. I have forwarded this along to the appropriate team and legal, who agree with the revised wording. Will be in touch soon.

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>

Sent: Thursday, January 16, 2025 1:24 PM

To: Bursey, Robyn <rbursey@gov.nl.ca>

Subject: RE: Proposed Wording

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robyn,

As per our conversation yesterday with yourself, Darlene and David I believe we are all on the same page with respect to section 12 of the PSA.

It is very important to H3 Development that we aren't adversely affected by the sale of this land to the Government of NL. Since the signing of the MOU and the Announcement by the Premier and various Ministers, The City of St. John's has changed their position on some aspects of the municipal infrastructure required in the area of the Kenmount Crossing Development. H3 Development have no control over the City and are in fact at the City's mercy.

There is existing infrastructure in place and there are plans in place for proposed infrastructure that we planned to construct at the appropriate time. We have been open and transparent and have already shared this information with you and various groups within Government. [REDACTED]

[REDACTED] I think you, Darlene, David, and I are all in agreement that these addons by the City are not the responsibility of H3 Development.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

When I discussed this with the owners of H3 Development they wanted to get our lawyers opinion and as a result he has revised the PSA. In an effort to define the baseline more clearly, we have made a couple of minor adjustments to section 12.

Please see the attached revised PSA. I hope this meets everyone's expectations and that we can get the PSA signed off and close this deal.

Feel free to give me a call to discuss once you have had a chance to review.

Thank-you,

Blair

Blair McNiven

General Manager

H3 Development Limited

709-693-4397

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 15, 2025 3:54 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: Proposed Wording

H Blair,

Can you please review section 12 again to see if the wording works for you and your client. The additional words are in blue.

Thanks

Robyn

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LIST OF DRAWINGS

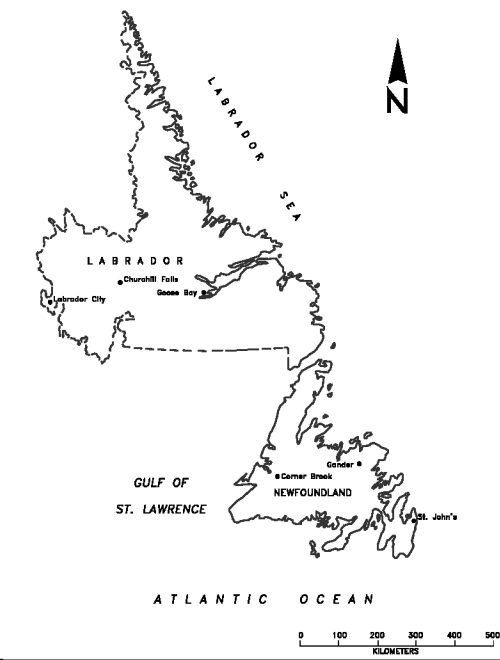
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- C2 OVERALL SITE GRADING PLAN
- C3 STREET 'A' PLAN & PROFILE STA. 0+000 TO 0+288
- C4 CAPTAIN PRIM DRIVE PLAN & PROFILE STA. 0+000 TO 0+000
- C5 STREET 'A' INTERSECTION GRADING PLAN
- C6 STREET 'A' INFRASTRUCTURE SIGNAGE AND PAVEMENT MARKING PLAN
- C7 DETAILS
- C8 NEW BERM DETAILS
- C9 TURNING MOVEMENTS
- C10 SANITARY AREAS
- C11 PRE-DEVELOPMENT STORM AREAS
- C12 POST-DEVELOPMENT STORM AREAS

KENMOUNT CROSSING

PHASE 3

CITY OF ST. JOHN'S NEWFOUNDLAND & LABRADOR

LOCATION PLAN:



4 BREMIGENS BLVD., UNIT 201
PARADISE, NL, A1L 4A3
PHONE: (709) 368-7117
FAX: (709) 368-3446

REV B -
REVISED FOR APPROVALS
DECEMBER 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT No.:

2022-047



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A
B
C

A - PLAN, SECTION, ELEVATION, OR DETAIL No.
B - No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C - No. OF DRAWING WHERE 'A' IS DETAILED

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LIMITS OF PHASE 3

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

s. 40(1)

STAMP:

VANESSA BARRY
23/12/11
PROVINCE OF NEWFOUNDLAND

Progressive Engineering
& Consulting Inc.

PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER
This Permit Allows
PROGRESSIVE ENGINEERING & CONSULTING INC.
To practice Professional Engineering
in Newfoundland and Labrador.
Permit No. as issued by PEG #9566
which is valid for the year 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT TITLE:

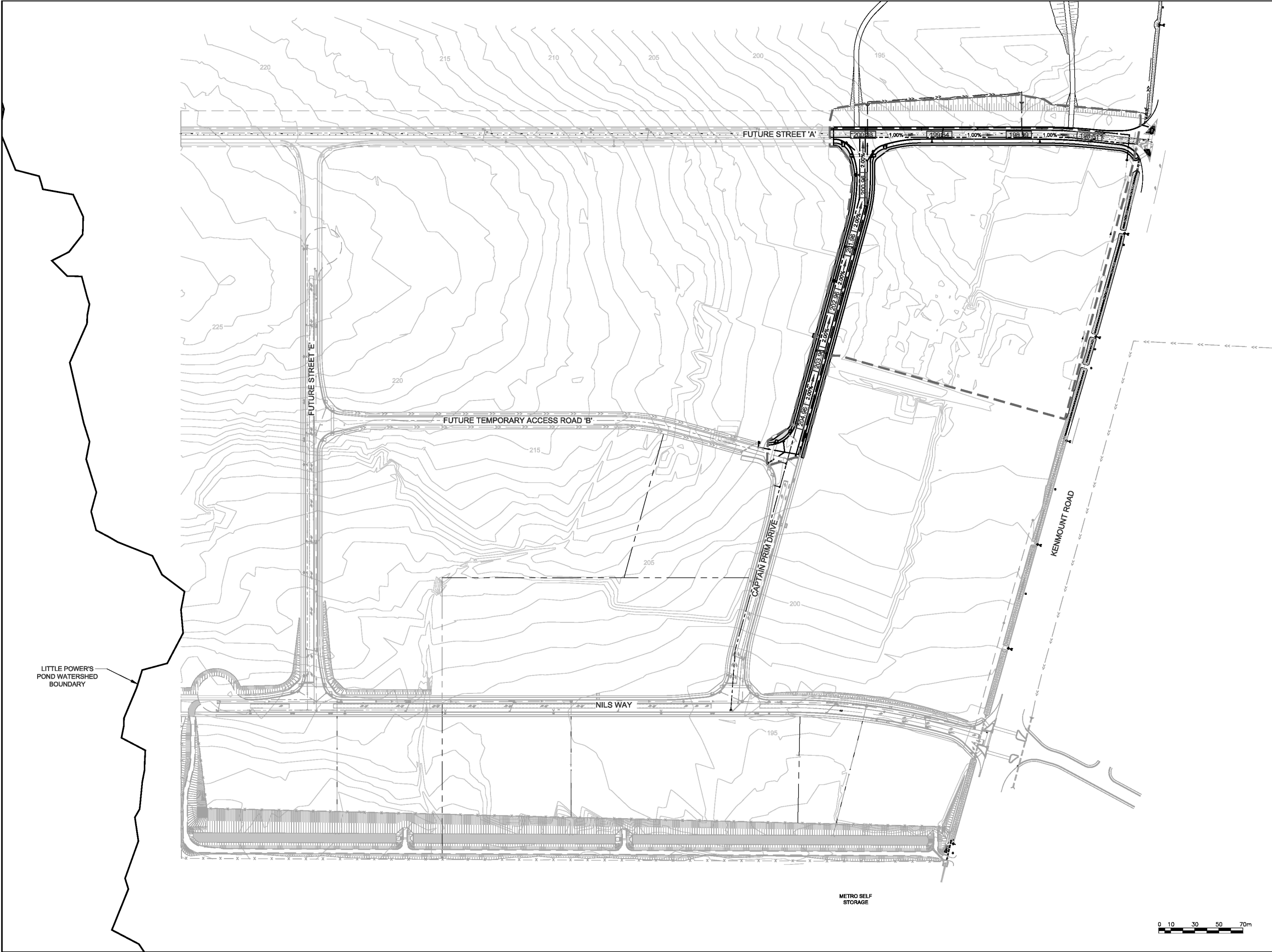
KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

LOCATION PLAN

DRAWN BY: J.P.P.	DESIGNED BY: J.P.P.	APPROVED BY: V.B.
T-M: N/A	DATE: DEC 2022	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C1	REV: B

417 of 481



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B/C

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LIMITS OF PHASE 3

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

s. 40(1)

STAMP:

Progressive Engineering
& Consulting Inc.

PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER
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Permit No. as issued by PEG #0566
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H3 DEVELOPMENT LTD.

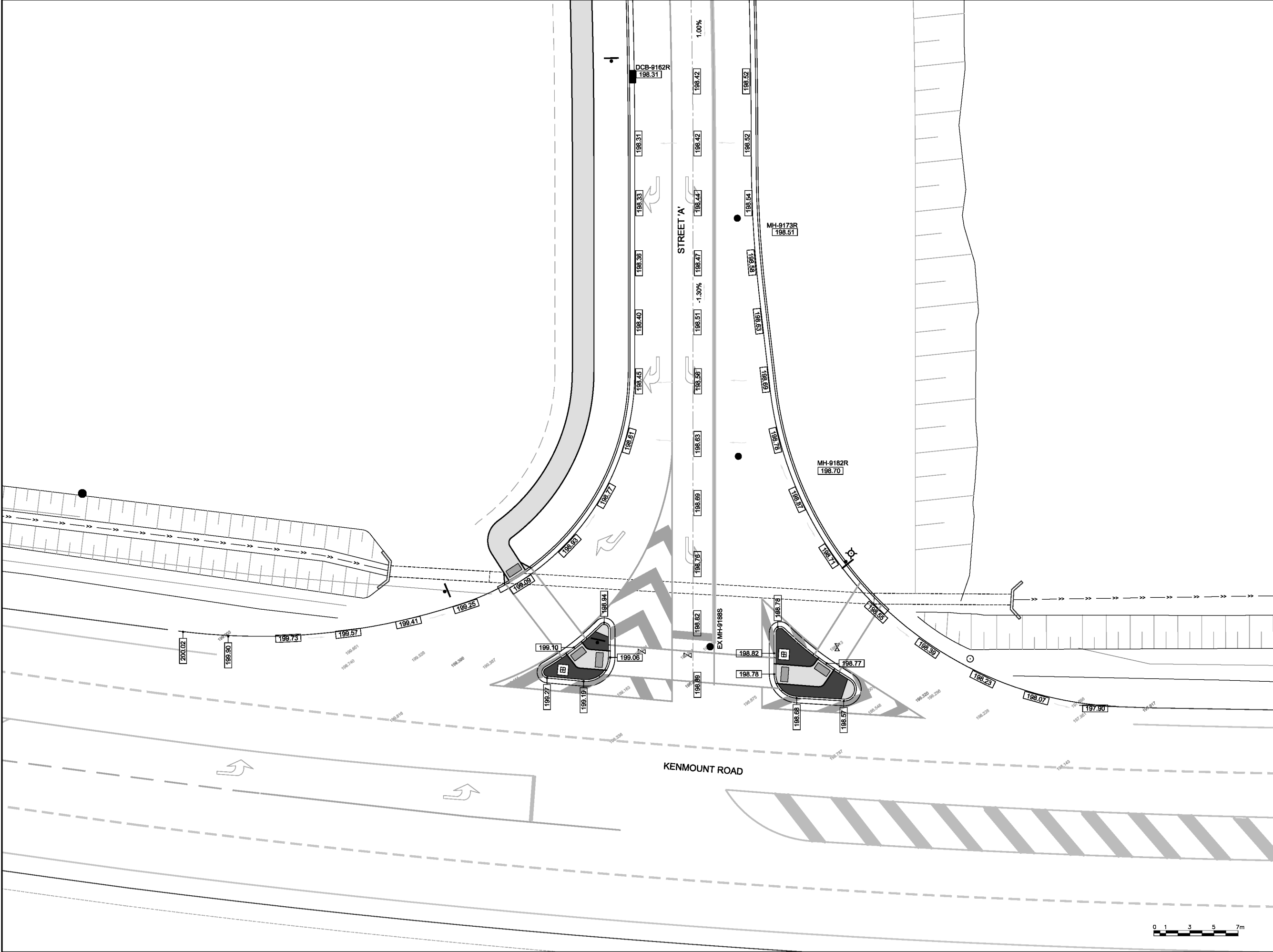
PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

OVERALL
SITE
GRADING PLAN

DRAWN BY:	J.P.P.	DESIGNED BY:	J.P.P.	APPROVED BY:	V.B.
T-M:	N/A	DATE:	NOV. 2022	SCALE:	AS SHOWN
PROJECT No:	2022-047	DRAWING No:	C2	REV:	B



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C - No. OF DRAWING WHERE 'A' IS DETAILED

SYMBOL	LEGEND
	TEST PIT
	NEW SANITARY MANHOLE
	NEW SANITARY SEWER MAIN
	EXISTING SANITARY SEWER MAIN
	NEW STORM MANHOLE
	NEW STORM SEWER MAIN
	EXISTING STORM SEWER MAIN
	NEW CATCH BASIN
	EXISTING CATCH BASIN
	DIRECTION OF FLOW
	NEW WATERMAIN
	EXISTING WATERMAIN
	NEW GATE VALVE
	EXISTING GATE VALVE
	NEW FIRE HYDRANT
	EXISTING FIRE HYDRANT
	WATERMAIN TEE
	STUB WITH END CAP
	POLE
	NEW CULVERT
	EXISTING CULVERT
	SLOPED EMBANKMENT
	DITCH
	ROAD SIGNS
	FENCE
	FINISHED GRADE ELEVATION
	EXISTING ELEVATION

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

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Progressive Engineering
& Consulting Inc.

PERMIT STAMP:

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

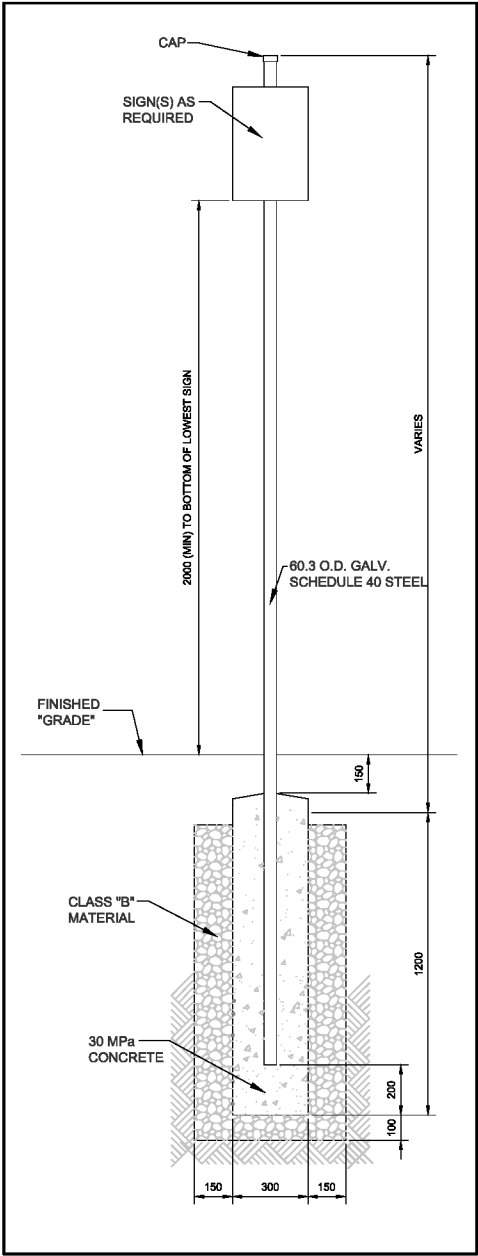
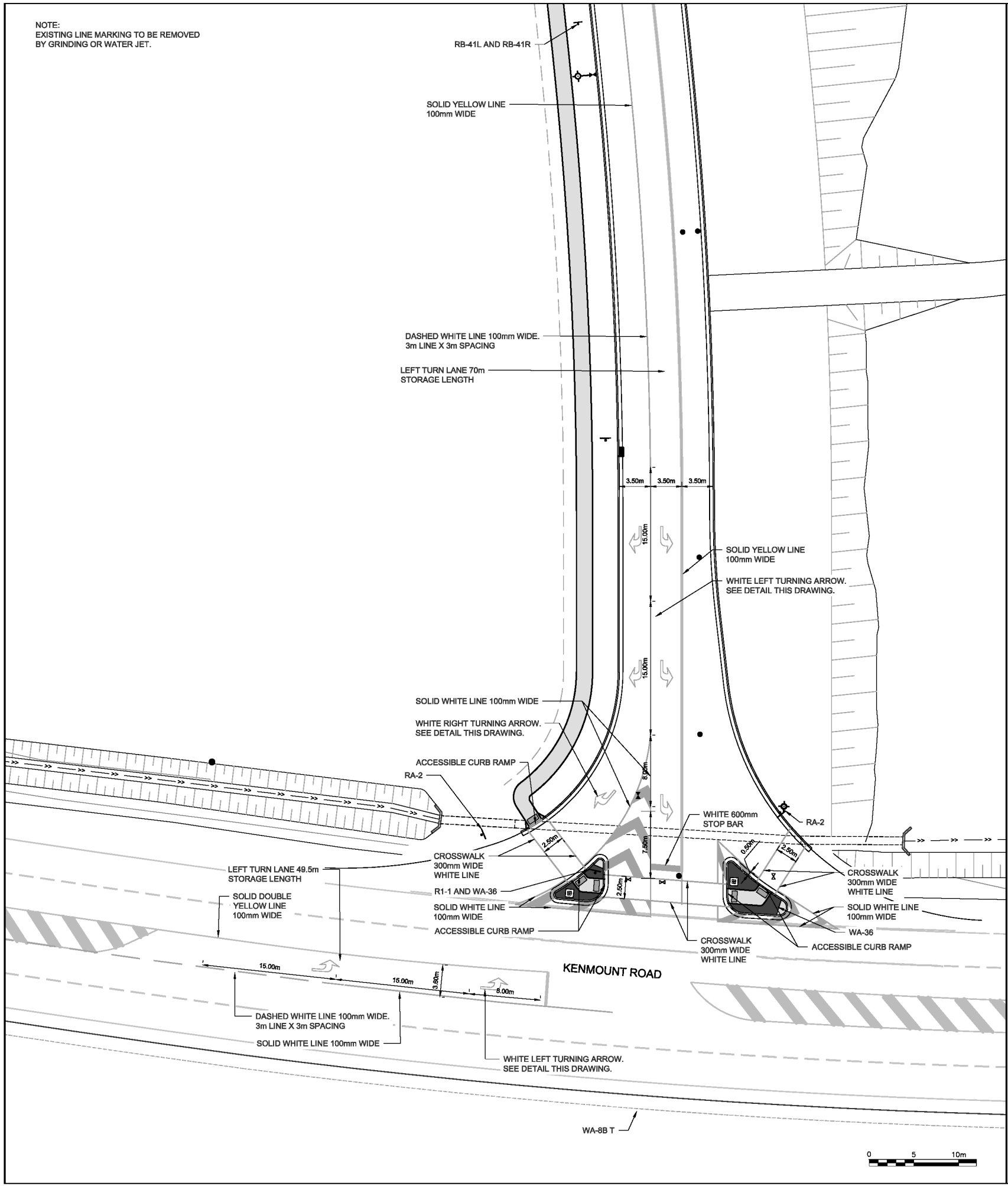
DRAWING TITLE:

STREET 'A'
INTERSECTION GRADING
PLAN

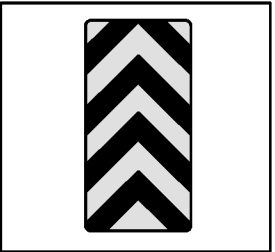
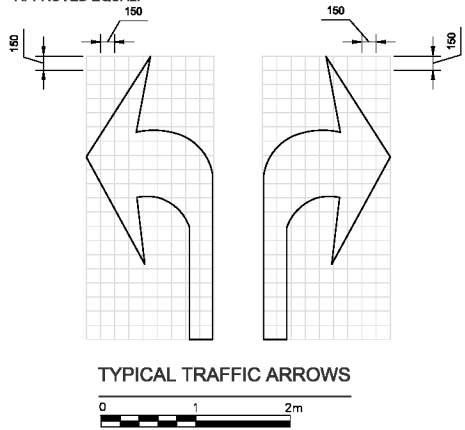
DRAWN BY:	J.P.	DESIGNED BY:	J.P.	APPROVED BY:	V.B.
T.M:	N/A	DATE:	DEC. 2022	SCALE:	AS SHOWN
PROJECT No:	2022-047	DRAWING No:	C5	REV:	B

421 of 481

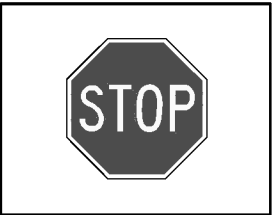
NOTE:
EXISTING LINE MARKING TO BE REMOVED
BY GRINDING OR WATER JET.



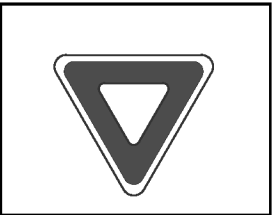
- NOTES:
1. PAVEMENT MARKINGS AND SIGNAGE TO BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OF CANADA.
 2. PRE-CUT PAVEMENT MARKING SYMBOL TAPE SHALL BE USED FOR PAVEMENT ARROWS
 3. 2 COATS OF PAINT REQUIRED FOR ALL OTHER LINES
 4. ALL SKIP LINES AND CENTER LINE PRE-MARKINGS SHALL USE CIRCULAR PRE-CUT MARKINGS, SPACED EVERY 9m, UNLESS DIRECTED OTHERWISE. ACCEPTABLE MATERIALS FOR PAVEMENT MARKING SYMBOLS ARE 3M™, STAMARK™, PAVEMENT-TAPES OR APPROVED EQUAL.



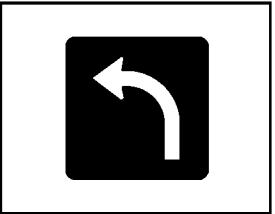
WA-36 450mm x 900mm



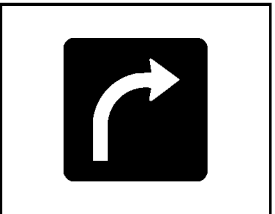
R1-1 750mm x 750mm



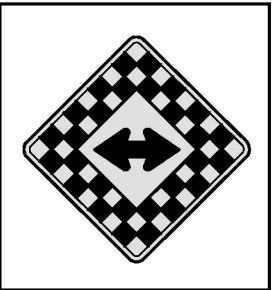
WA-36 750mm SIDES



RP-41L 600mm x 600mm



RB-41R 600mm x 600mm



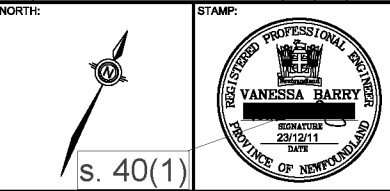
WA-8B T 750mm x 750mm

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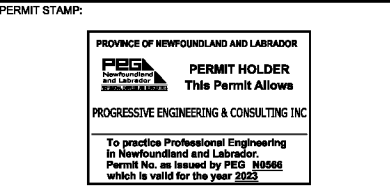
A - PLAN, SECTION, ELEVATION, OR DETAIL No.
B - No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C - No. OF DRAWING WHERE 'A' IS DETAILED

SYMBOL	LEGEND
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
— —	NEW GATE VALVE
— —	EXISTING GATE VALVE
— —	NEW FIRE HYDRANT
— —	EXISTING FIRE HYDRANT
•	POLE
— —	NEW CULVERT
— —	EXISTING CULVERT
— —	SLOPED EMBANKMENT
— —	DITCH
— —	ROAD SIGNS

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE



Progressive Engineering
& Consulting Inc.



OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

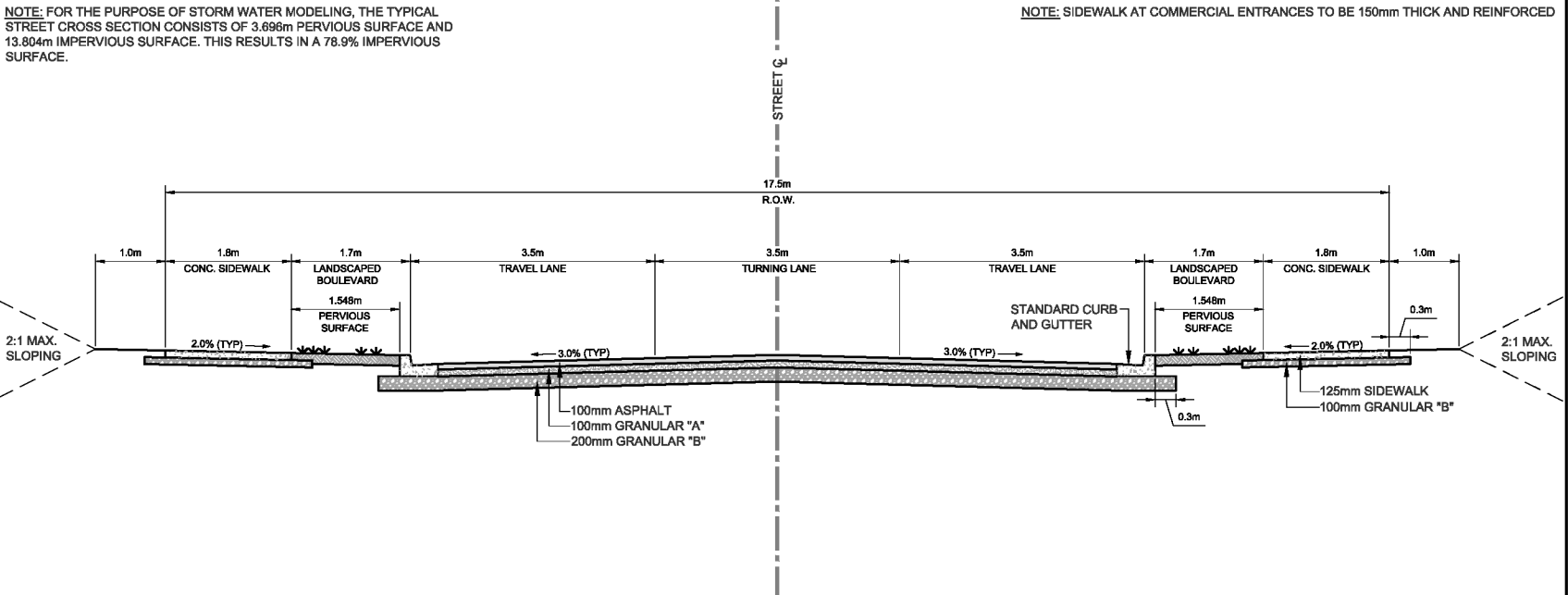
PROJECT TITLE:
**KENMOUNT
CROSSING
PHASE 3**

DRAWING TITLE:
**STREET 'A'
INTERSECTION SIGNAGE
AND PAVEMENT MARKING PLAN**

DRAWN BY: RP	DESIGNED BY: VB	APPROVED BY: V.B.
T.M.: N/A	DATE: NOV. 2022	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C6	REV: B

NOTE: FOR THE PURPOSE OF STORM WATER MODELING, THE TYPICAL STREET CROSS SECTION CONSISTS OF 3.696m PERVIOUS SURFACE AND 13.804m IMPERVIOUS SURFACE. THIS RESULTS IN A 78.9% IMPERVIOUS SURFACE.

NOTE: SIDEWALK AT COMMERCIAL ENTRANCES TO BE 150mm THICK AND REINFORCED

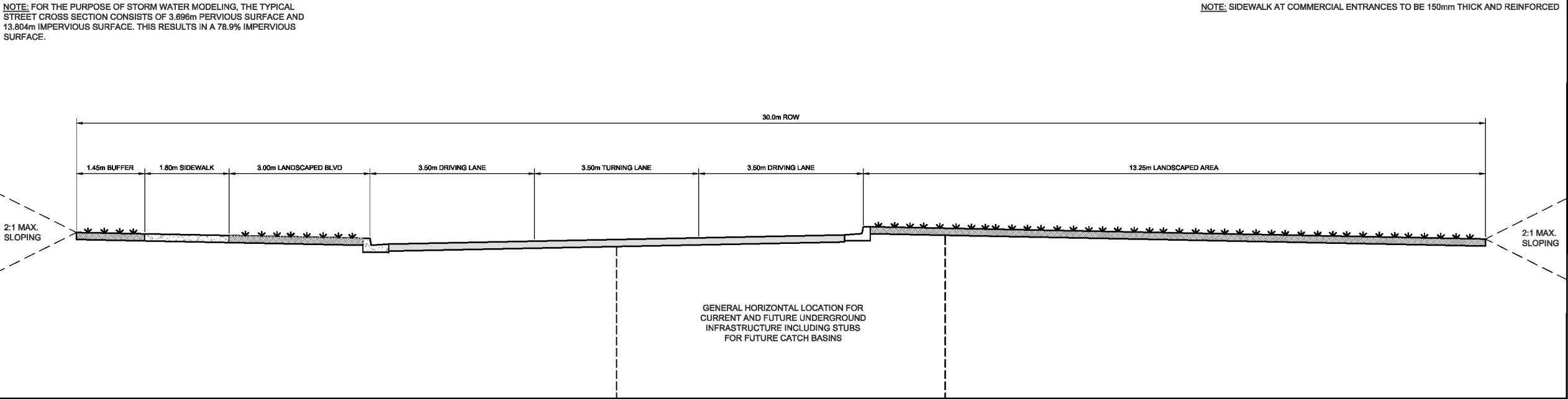


TYPICAL STREET CROSS SECTION - CAPTAIN PRIM

1
C3, C4 | C7

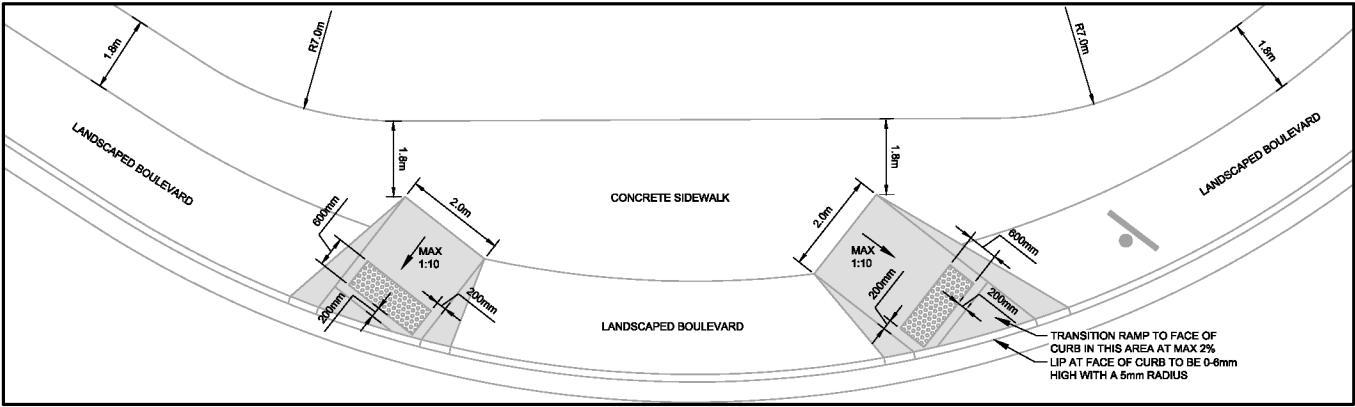
NOTE: FOR THE PURPOSE OF STORM WATER MODELING, THE TYPICAL STREET CROSS SECTION CONSISTS OF 3.696m PERVIOUS SURFACE AND 13.804m IMPERVIOUS SURFACE. THIS RESULTS IN A 78.9% IMPERVIOUS SURFACE.

NOTE: SIDEWALK AT COMMERCIAL ENTRANCES TO BE 150mm THICK AND REINFORCED



TYPICAL STREET CROSS SECTION - STREET 'A'

2
C3, C4 | C7



STANDARD ACCESSIBLE CURB RAMP DETAIL

3
C3, C4 | C7

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A - PLAN, SECTION, ELEVATION, OR DETAIL No.
B - No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C - No. OF DRAWING WHERE 'A' IS DETAILED

SYMBOL	LEGEND
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
+	NEW GATE VALVE
+	EXISTING GATE VALVE
+	NEW FIRE HYDRANT
+	EXISTING FIRE HYDRANT
+	POLE
+	NEW CULVERT
+	EXISTING CULVERT
+	SLOPED EMBANKMENT
+	DITCH
+	ROAD SIGNS

B	REVISED FOR APPROVALS	VB	LE	23/12/11
A	ISSUED FOR APPROVALS	VB	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

STAMP:

s. 40(1)

Progressive Engineering
& Consulting Inc.

PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER
This Permit Allows
PROGRESSIVE ENGINEERING & CONSULTING INC.

To practice Professional Engineering
in Newfoundland and Labrador.
Permit No. as issued by PEG #9566
which is valid for the year 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

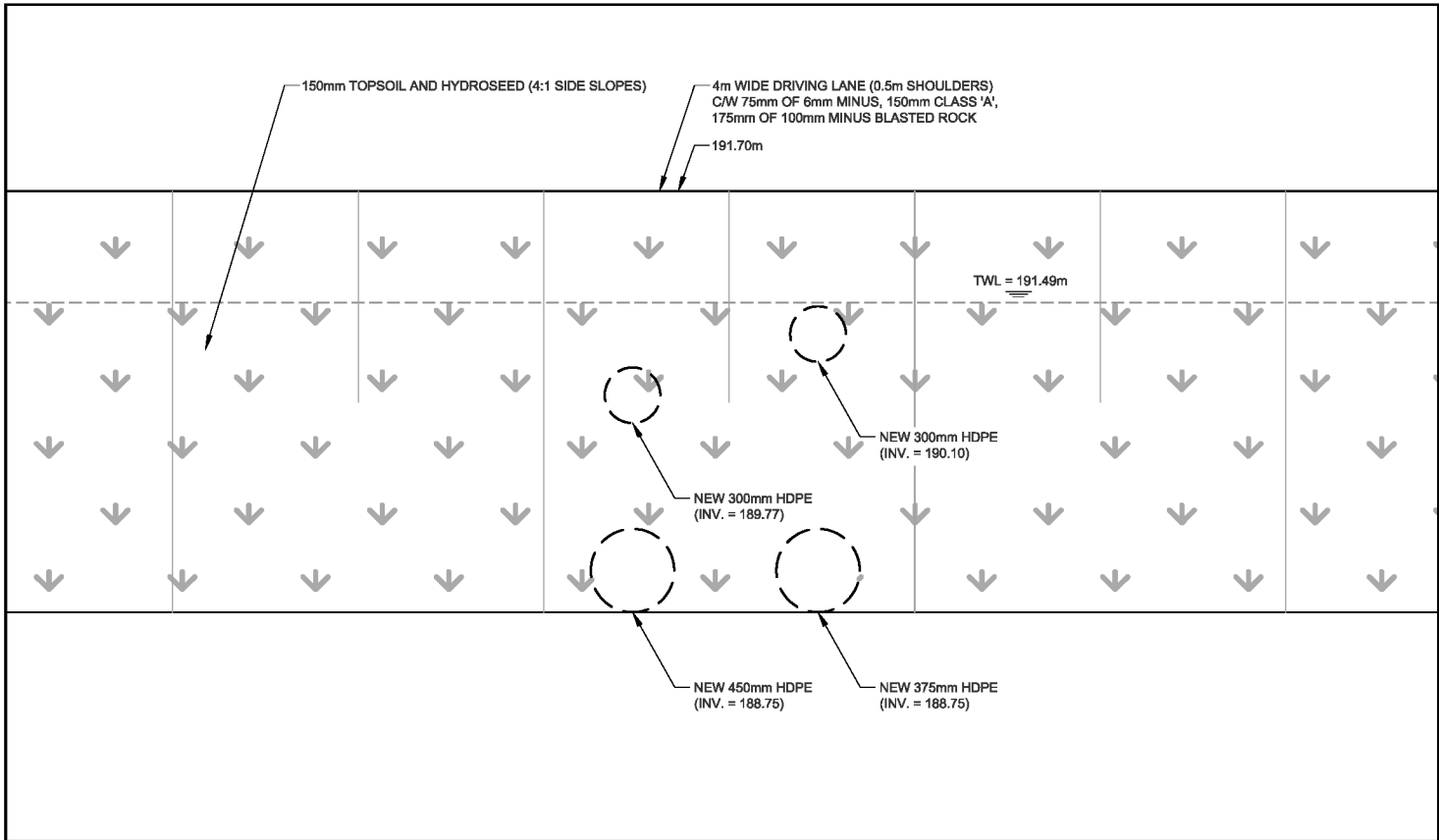
PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

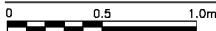
DRAWING TITLE:

DETAILS

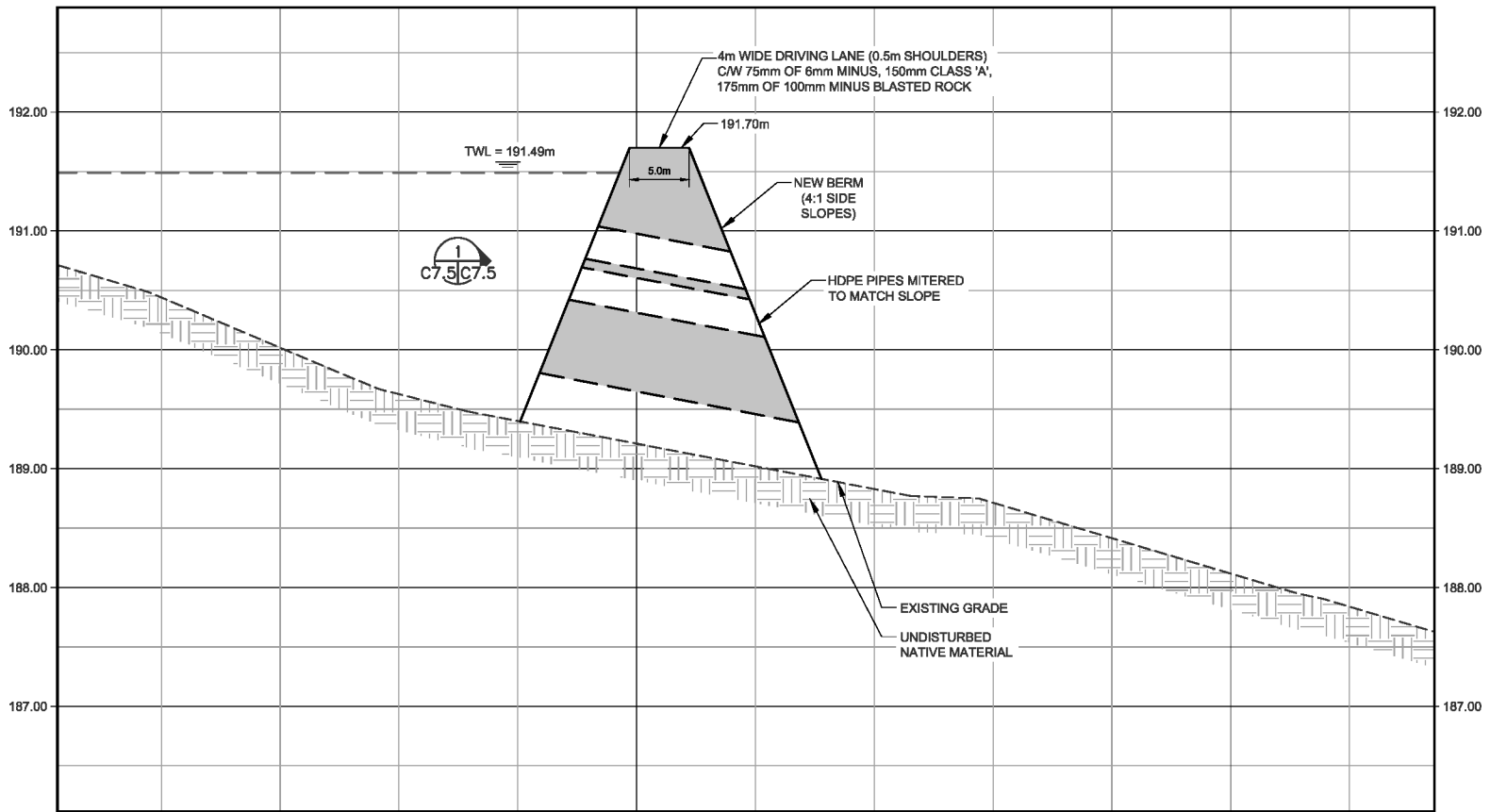
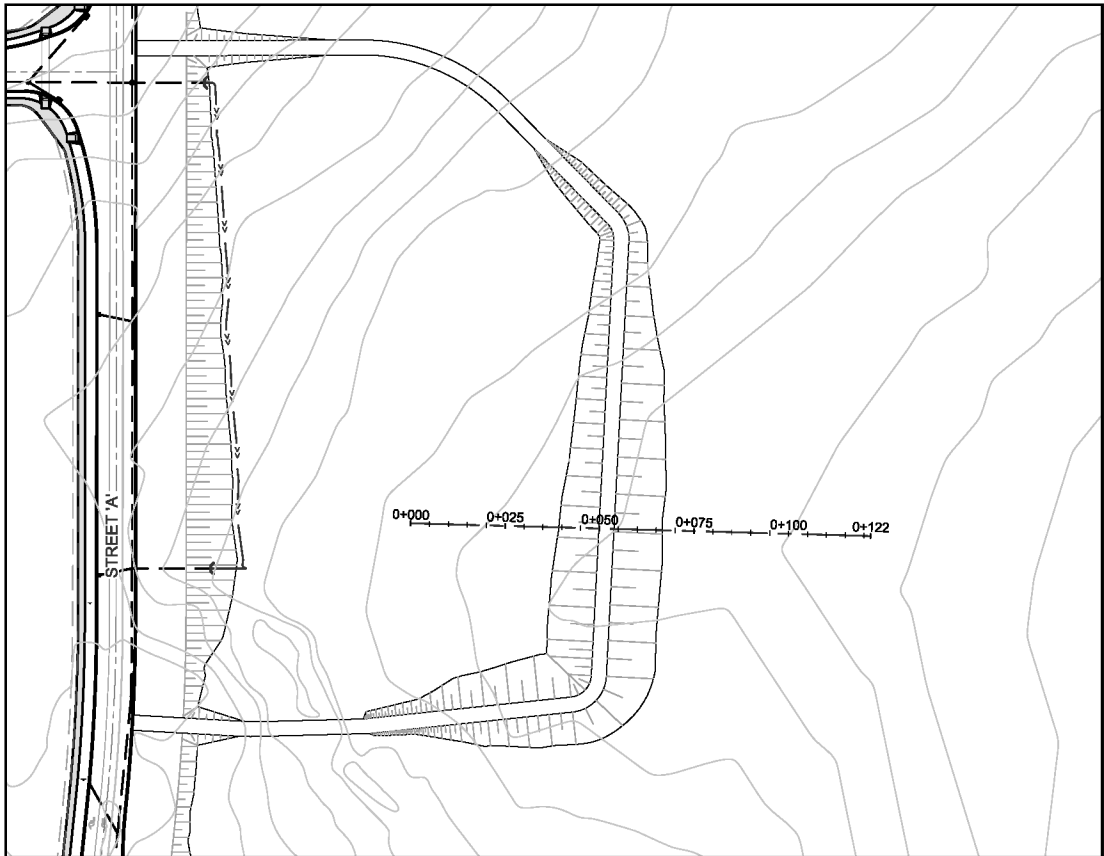
DRAWN BY:	DESIGNED BY:	APPROVED BY:
RP	VB	VB
T-M:	DATE:	SCALE:
N/A	NOV. 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C7	B



NEW BERM ELEVATION VIEW



1
C7.5 C7.5



NEW BERM CROSS SECTION



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A
B/C

A - PLAN, SECTION, ELEVATION, OR DETAIL No.
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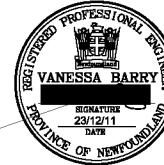
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A	ISSUED FOR APPROVALS	V.B.	J.P.	23/08/24
No.	REVISIONS	APP	DWN	DATE

NORTH:



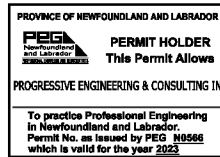
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& Consulting Inc.

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OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

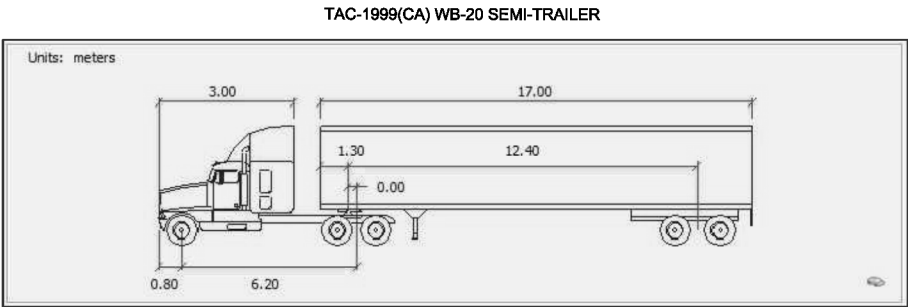
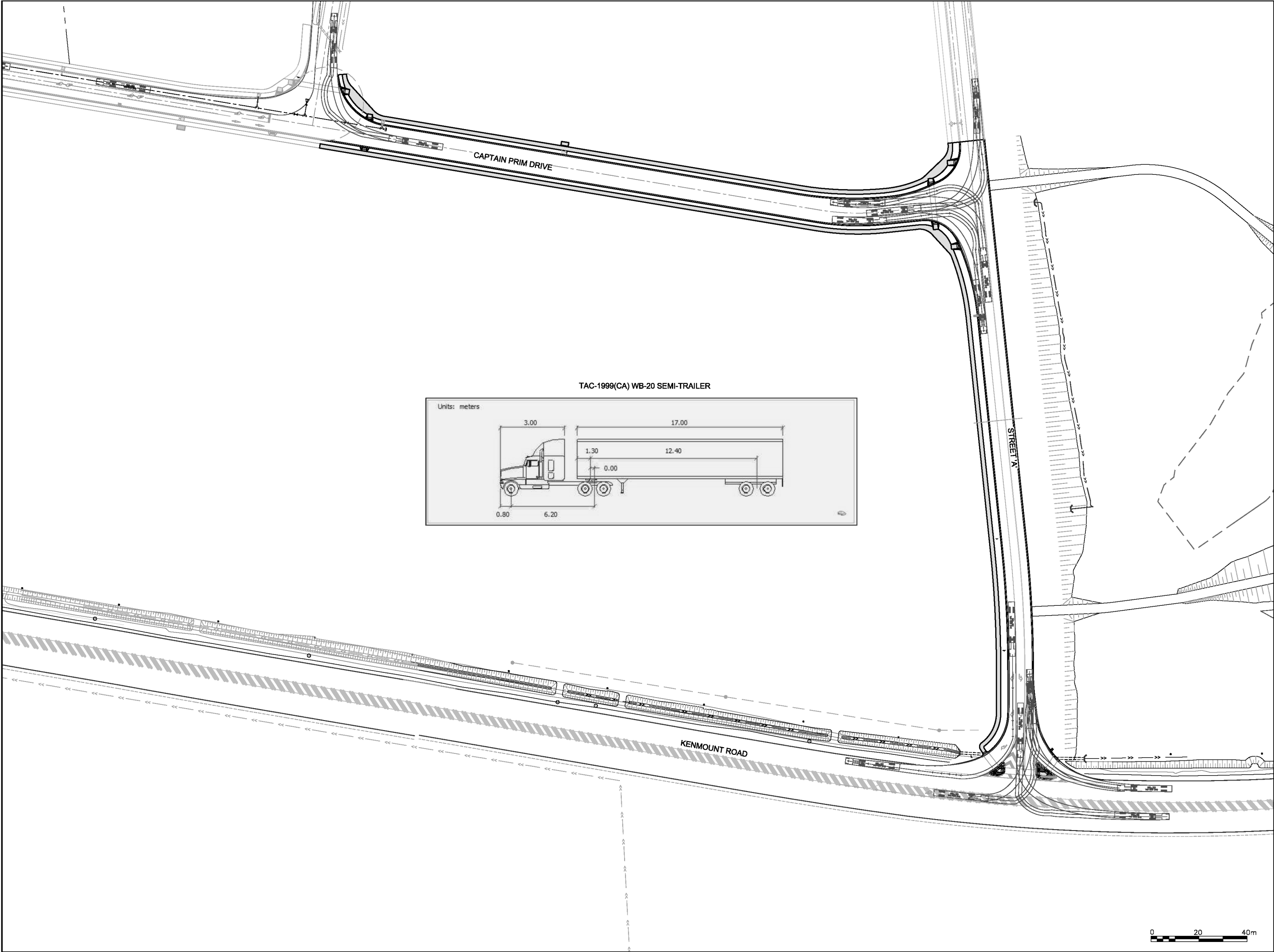
PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

NEW BERM DETAILS

DRAWN BY:	J.P.P.	DESIGNED BY:	J.P.P.	APPROVED BY:	V.B.
T-M:	N/A	DATE:	AUG 2023	SCALE:	AS SHOWN
PROJECT No:	2022-047	DRAWING No:	C8	REV:	B



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A

B

C

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LEGEND	
SYMBOL	DESCRIPTION
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
⌵	NEW GATE VALVE
⌵	EXISTING GATE VALVE
⊕	NEW FIRE HYDRANT
⊕	EXISTING FIRE HYDRANT
•	POLE
≡	NEW CULVERT
≡	EXISTING CULVERT
▨	SLOPED EMBANKMENT
⋈	DITCH
⬆	ROAD SIGNS

B	REVISED FOR APPROVALS	VB	LE	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

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STAMP:

Progressive Engineering & Consulting Inc.

PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER

This Permit Allows

PROGRESSIVE ENGINEERING & CONSULTING INC

To practice Professional Engineering in Newfoundland and Labrador. Permit No. as issued by PEG #9566 which is valid for the year 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

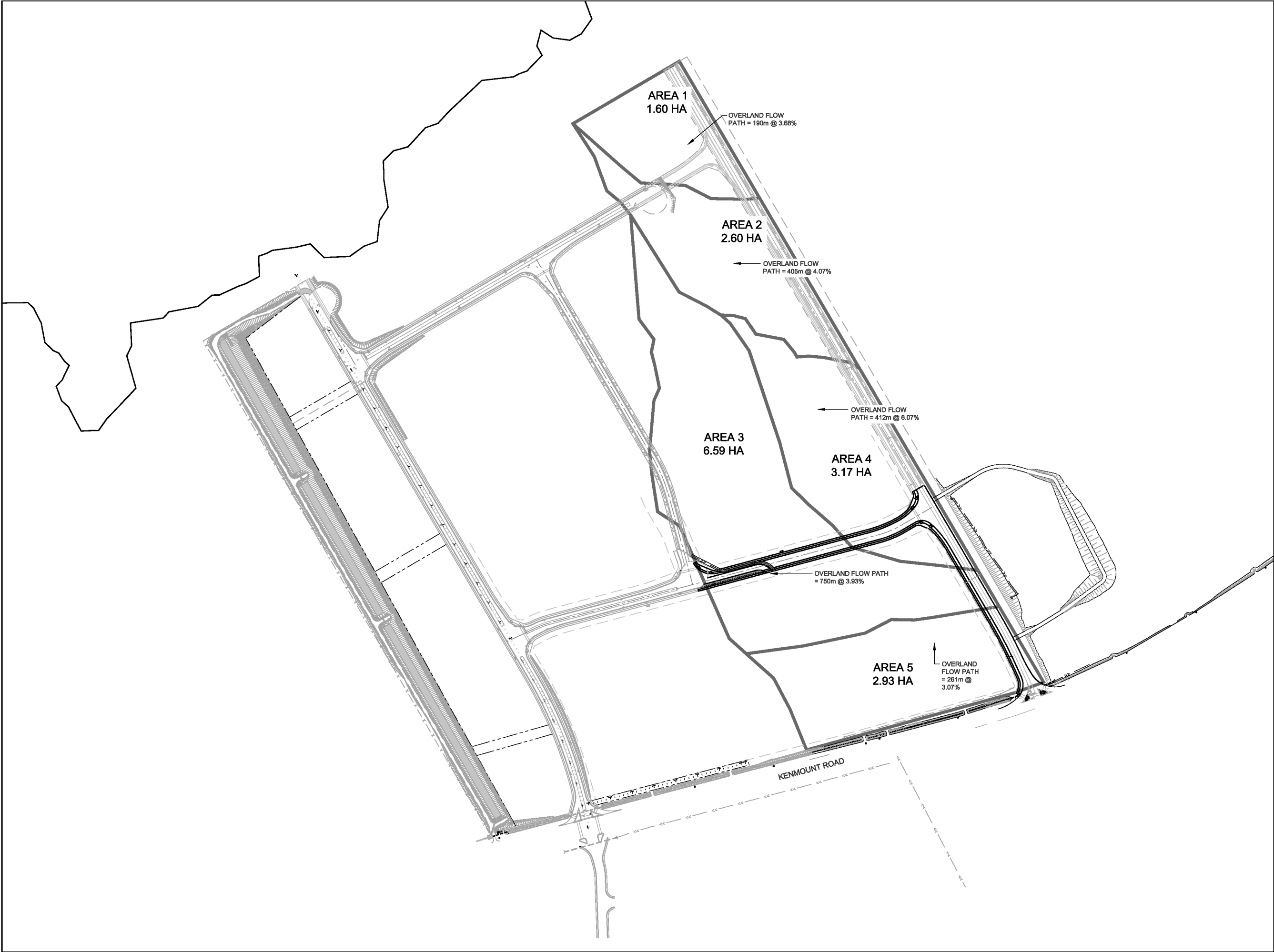
PROJECT TITLE:

KENMOUNT CROSSING PHASE 3

DRAWING TITLE:

STREET 'A' TURNING MOVEMENTS

DRAWN BY:	DESIGNED BY:	APPROVED BY:
RP	VB	VB
T-M:	DATE:	SCALE:
N/A	DEC. 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C9	B



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A

B

C

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B - No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C - No. OF DRAWING WHERE 'A' IS DETAILED

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

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OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT CROSSING PHASE 3

DRAWING TITLE:

PRE-DEVELOPMENT STORM WATER CATCHMENT AREAS

DRAWN BY: J.P.	DESIGNED BY: J.P.	APPROVED BY: V.B.
TI-MI: N/A	DATE: DEC. 2022	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C11	REV: B

427 of 481

From: Bursey, Robyn
Sent: Thursday, January 23, 2025 2:18 PM
To: Hanlon, Bren
Subject: Documents for Tax Receipt
Attachments: Signed MOU.pdf, Appraisal of Vacant Land, Nils Way (Kenmount Crossing), St. John's, NL,-1,4932-1190-6319.pdf Attachment "Appraisal of Vacant Land, Nils Way (Kenmount Crossing), St. John's, NL,-1,4932-1190-6319.pdf" found on pages 40-78

Hi Bren,

Please see the attached documents to issue a tax receipt for 10 acres of donated land.

Thanks

Robyn

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made at the City of St. John's, in the Province of Newfoundland and Labrador this 26 day of October, 2024

BETWEEN: H3 Development Limited, a body corporate duly incorporated pursuant to the laws of the Province of Newfoundland & Labrador (hereinafter referred to as "H3")

AND: His Majesty in Right of Newfoundland and Labrador as represented by the Minister of the Department of Transportation and Infrastructure (hereinafter referred to as "TI")

WHEREAS H3 is the legal and beneficial owner of lands situate at Kenmount Road in the City of St. John's, in the Province of Newfoundland and Labrador a portion of which measures approximately 64 acres and more particularly described in the diagram attached hereto as Schedule "A" (hereinafter referred to as the "Property").

AND WHEREAS it is the intention of H3 and TI to negotiate a Purchase and Sale Agreement ("PSA") for the H3 Property on certain preliminary understandings which are identified below.

1. **H3 Contribution:** H3 shall donate to TI 10 acres of the Property in return for an official income tax receipt for \$4,250,000 (representing a price of \$425,000.00 per acre).
2. **Purchase Price:** TI shall pay \$425,000.00 per acre for the remaining 54 acres for a total of \$22,950,000.00 (the "Purchase Price"). The Purchase Price shall be adjusted up or down as required upon a current survey being obtained confirming the exact measurements of the Property.
3. **Earnest Money Deposit:** Upon mutual execution of this MOU TI shall deposit in escrow 10% of the Purchase Price as a non-refundable earnest money deposit ("Deposit"), to be held by H3's solicitor. If at any time after the PSA has been executed TI decides not to proceed with the purchase of the Property for reasons other than issues related to title to the Property or the environmental condition of the Property then the Deposit shall be paid to H3. The Deposit shall be held in an interest - bearing account for the sole benefit of the H3 with all interest accruing to the benefit of and being paid to H3.
4. **Purchase and Sale Agreement:** Upon execution of this MOU the Parties shall immediately commence to negotiate a PSA to include commercial reasonable terms for the Property located in this area, including terms in relation to the delivery of water to the Property. The Parties acknowledge the non-binding nature of this MOU but the Parties agree that the Purchase Price shall not be changed unless mutually agreed. The first draft of the PSA will

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be prepared by TI and delivered to H3 for review within 10 business days of the signing of this MOU by the Parties.

5. **Confidentiality:** H3 and TI shall not disclose the contents of this MOU or the fact that TI has indicated the desire to enter discussions or negotiations with H3 concerning the purchase of the H3 Property, nor any of the terms, conditions or other facts with respect to any such purchase. TI and H3 may disclose such to their respective representatives, employees, agents and consultants, provided they have been instructed to not disclose such information, except where required for the performance of their responsibilities, or as required by law.
6. **Effect of MOU:** This MOU represents an outline of the proposed transaction and TI's potential acquisition of the Property. TI and H3 expressly agree that this MOU is only an expression of intent of the Parties with respect to the transaction contemplated hereunder and, except for the agreed on Purchase Price and Deposit, the matters set forth herein shall not be legally binding upon or enforceable against either Party. Except as set forth above, this MOU does not create, and is not intended to create, a binding and enforceable contract between TI and H3.
7. **Entire Agreement:** As of the date of this MOU there are no other written or oral agreements or understandings among TI and H3, and no agreement shall be deemed entered into as a result of the course of conduct of either Party. No modification or amendment to this MOU may be made except by an instrument in writing signed by the duly authorized officers or agents of TI and H3.
8. **Termination and Survival:** This MOU will automatically terminate and be of no further force and effect upon the earlier of: (a) the execution of the PSA by TI and H3; and (b) the end of thirty (30) days from the date of the signing of this MOU unless otherwise extended in writing by, or on behalf of, TI and H3, which shall include an e-mail confirmation sent for such purpose. Notwithstanding the termination of this MOU, paragraph 6 shall survive the termination of this MOU. Upon the termination of this MOU, neither TI nor H3 shall be liable to the other Party for any claims, actions, costs, damages or losses whatsoever relating to this MOU and the transactions contemplated herein..
9. **Counterparts:** This MOU may be executed in one or more counterparts, including electronic or facsimile transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together shall form one MOU and shall be valid and binding in the manner set forth herein above.

[Balance of page intentionally left blank. Execution page to follow.]

s. 40(1)

IN WITNESS WHEREOF the Parties have executed this agreement effective the day and year first before written.

H3 Development Limited.

[Redacted Signature]

witness

[Redacted Signature]

witness

Per:

[Redacted Signature]

President

Pe

[Redacted Signature]

Vice-President

Transportation and Infrastructure

[Redacted Signature]

witness

Per

[Redacted Signature]

From: Carroll, Michael
Sent: Thursday, January 23, 2025 1:32 PM
To: Bursey, Robyn
Subject: FW: ESA - Kenmount Road

From: Simms, Jennifer <JenniferSimms@gov.nl.ca>
Sent: Thursday, January 23, 2025 1:15 PM
To: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Subject: RE: ESA - Kenmount Road

Hi Michael,

I have reviewed the 2015 Phase I ESA for the Vacant Commercial Property located at 750-760 Kenmount Road and would like to offer the following comments:

- This report was completed 10 years ago and there has been significant development in this area since then, therefore it cannot be confirmed that site conditions are the same now as they were in 2015.
- Guidelines have changed since this report was prepared. While the limited number of samples that were analyzed for petroleum hydrocarbons (PHCs) in 2015 still do not exceed applicable commercial criteria, the criteria used in the Phase I is out of date.
- It was reported that the client for this report was H3 Development Limited (HDL) – does this entity still retain ownership of this property? Has any additional assessment been performed since 2015?
- The Phase I ESA did not offer any recommendations.
- Samples were only tested for PHCs. Given the nature of the described debris on site, there may also be potential for metals impacts.
- If the site is to be developed with its own potable water supply, groundwater quality should be investigated first.
- ECC is not aware of any past or current impacted sites in the general vicinity of this property.
- Upon development of this site, any impacts discovered must be reported to DGSNL.

Let me know if you have any questions!

Jennifer Simms, B. Sc.
Senior Environmental Scientist, Impacted Sites
Department of Environment and Climate Change
Tel : (709) 729-2647

From: Carroll, Michael <MichaelCarroll@gov.nl.ca>
Sent: Sunday, January 19, 2025 1:34 PM
To: Simms, Jennifer <JenniferSimms@gov.nl.ca>
Subject: ESA - Kenmount Road

Hi Jennifer,
Would you be able to provide a review of the attached ESA?

Thanks.

MICHAEL CARROLL, P.ENG
Director (A), Planning and Accommodations
Department of Transportation and Infrastructure
Government of Newfoundland and Labrador
(709) 729-2892 (office)

From: Gary Peddle <GFPeddle@bensonbuffett.com>
Sent: Thursday, January 23, 2025 11:21 AM
To: Edwards, Herb
Cc: Bursey, Robyn, Carroll, Michael, Bursey, Robyn, Carroll, Michael
Subject: Re: [Junk released by User action] RE: Kenmount Crossing - H3

I will follow up
Sent from my iPhone

On Jan 23, 2025, at 11:20 AM, Edwards, Herb <herbedwards@gov.nl.ca> wrote:

Hi Gary

Thank you, Gary. Just wondering if H3 acquired title to the road reservation as it was specifically reserved out of the Grant to H3 [v. 330 f. 35] and it is reserved out in the written description of the survey of the 64 acres completed by Martin Surveys and dated November 1, 2024.

herb

From: Gary Peddle <GFPeddle@bensonbuffett.com>
Sent: Wednesday, January 22, 2025 8:43 AM
To: Edwards, Herb <herbedwards@gov.nl.ca>
Subject: RE: Kenmount Crossing - H3

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Herb

Yes the road reservation is included in the area being sold and H3 is the owner of this road reservation. Thanks and any further questions feel free to contact me.

<image001.png>

Gary F. Peddle MBA KC
Lawyer

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

T 709. 570.7230
F 709.579.2647
W bensonbuffett.com

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Please visit our website to view our Covid-19 policies.

Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: January 22, 2025 8:14 AM
To: Gary Peddle <GFPeddle@bensonbuffett.com>
Cc: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Bursey, Robyn <rbursey@gov.nl.ca>
Subject: Kenmount Crossing - H3

Hi Gary

Can you confirm that the amount of land being purchased (54.765 acres) includes the road reservation noted on the right hand side of the attached survey, and if so whether H3 currently owns it?

Thank you

herb

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From: Carroll, Michael
Sent: Thursday, January 23, 2025 9:51 AM
To: Bursey, Robyn
Attachments: Legal Land Survey - 64+ Acres - H3 Development,-1,4902-8891-6483.pdf

Schedule "A"

**H3 Development Ltd.
Remainder Survey**

**Nils Way & Captain Prim Drive
St. John's, NL**

All that piece or parcel of land situate and being at the city of St. John's, NL and being bounded and abutted as follows:

Beginning at a point in the southwestern limit of Nils Way (17.5 meters wide), said point having NAD 83 coordinates of North 5 266 712.820 meters and East 318 550.753 meters of the three degree modified transverse mercator projection.

Thence running by land of 91287 Newfoundland & Labrador Inc., ROD #1073997,
South 59 degrees 37 minutes 00 seconds West, 84.647 meters

Thence running by a Detention Pond, Survey by James A. Martin, NLS., Date - 2019-03-05,
North 28 degrees 57 minutes 20 seconds West, 144.062 meters

Thence continuing through the said Detention Pond, Survey by James A. Martin, NLS., Date -
2019-03-05,
South 57 degrees 23 minutes 33 seconds West, 38.400 meters

Thence running by land Now or Formerly Thomas J. Freeman Volume 106 Folio 18,
North 30 degrees 08 minutes 34 seconds West, 224.140 meters

Thence running along the southeastern limits of a Road Reservation (20.12 meters wide),
North 59 degrees 37 minutes 30 seconds East, 583.425 meters
North 59 degrees 11 minutes 00 seconds East, 30.074 meters

Thence running by Parcel B - Civic #720 Kenmount Road, Survey by James A. Martin, NLS., Date
- 2022-10-03,
South 30 degrees 23 minutes 00 seconds East, 543.798 meters

Thence running through a Road Reservation (20.12 meters wide),
South 59 degrees 37 minutes 00 seconds West, 18.782 meters
South 30 degrees 23 minutes 00 seconds East, 0.620 meters

Thence continuing through a Road Reservation (20.12 meters wide) and by land of H3
Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS.,
Date - 2018-05-02, along the arc of a curve with a radius of 7.000 meters and a chord bearing and
distance of,
South 04 degrees 14 minutes 55 seconds East, 6.167 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02,
South 21 degrees 53 minutes 09 seconds West, 10.738 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development),
Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of
7.000 meters and a chord bearing and distance of,
South 31 degrees 54 minutes 27 seconds West, 2.436 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of 46.500 meters and a chord bearing and distance of, South 51 degrees 07 minutes 24 seconds West, 14.859 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, along the arc of a curve with a radius of 136.500 meters and a chord bearing and distance of, South 67 degrees 35 minutes 33 seconds West, 35.263 meters

Thence continuing by land of H3 Development Ltd., (Captain Prim Drive Future Development), Survey by James A. Martin, NLS., Date - 2018-05-02, and running through and along the northwestern limits of Captain Prim Drive, South 75 degrees 00 minutes 47 seconds West, 308.655 meters

Thence running by land of Atlantic Cultivation Limited, ROD #910089, North 30 degrees 21 minutes 13 seconds West, 255.393 meters
South 59 degrees 30 minutes 43 seconds West, 98.305 meters
South 30 degrees 23 minutes 07 seconds East, 18.363 meters

Thence running by and running through and along the southeastern limits of Nils Way, South 59 degrees 36 minutes 54 seconds West, 17.495 meters
South 30 degrees 23 minutes 00 seconds East, 130.642 meters, more or less, to the point of beginning. The above described land contains an area of **26.210 Ha.**, more or less. Which land is more particularly shown and delineated on Schedule “B” attached dated November 1, 2024.

Reserving nevertheless out of the above described piece or parcel of land a Road Reservation (20.12 meters wide) extending along the northeastern boundary line as shown on the attached plan.

The above described property being subject to a Storm Sewer Easement as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

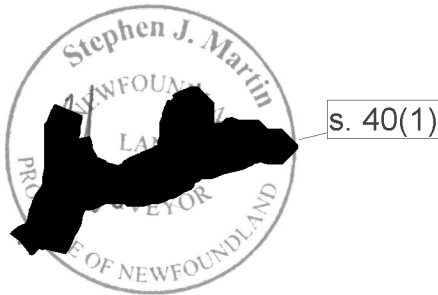
The above described property being subject to a Watermain Easement as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

The above described property being subject to a Temporary Pond Access as shown on the attached plan and as per survey by James A. Martin, NLS., Date - 2019-03-05.

The above described property being subject to a Power Line Easement, NL Power Plan No. 1-1101-31-932A_REV_B as shown on the attached plan.

The above described property being subject to a Canada Post easement as shown on the attached plan.

All bearings being referred to the meridian of 53 degrees west longitude.



(B) 91287 Newfoundland & Labrador Inc.
ROD #1073997

(C) Atlantic Cultivation Limited
ROD #910089

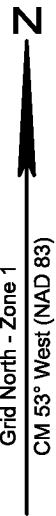
(D) Detention Pond
Survey by James A. Martin, NLS.
Date - 2019-03-05

(E) Storm Sewer Easement
Survey by James A. Martin, NLS.
Date - 2019-03-05

Schedule "B"

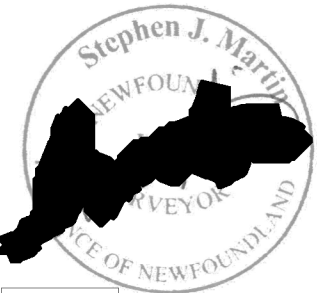
NUM	ARC	RADIUS	BEARING	DISTANCE
C1	6.386	7.000	S 04°14'55" E	6.167
C2	2.449	7.000	S 31°54'27" W	2.436
C3	14.923	46.500	S 51°07'24" W	14.859
C4	35.010	136.500	S 67°35'33" W	35.263

NUM	BEARING	DISTANCE
L1	S 57°23'33" W	38.400
L2	N 59°11'00" E	30.074
L3	S 59°37'00" W	18.782
L4	S 30°23'00" E	0.620
L5	S 21°53'09" W	10.738
L6	S 30°23'07" E	18.363
L7	S 59°36'54" W	17.495
L8	S 30°23'00" E	130.642



Martin Surveys
& Land Services Inc.
P.O. Box 1068, Torbay, NL
A1K 1K7
Phone : 437-6593
www.martinsurveys.com

Unauthorized use or alteration is
prohibited by law as outlined in
THE COPYRIGHT ACT. This
plan certifies the information
shown as of November 1, 2024
and only as of that date.



s. 40(1)

Stephen J. Martin, NLS.

H3 Development
Survey

Nils Way & Captain Prim
Drive
St. John's - NL

Date 2024-11-01

Survey By SM / CM

Scale 1:4000

Job Number 028-2016

Revision Number 00

Control Used 026558

Scale Factor 0.999873

Legend

- Found Iron Pin
- Placed Iron Pin
- Nail
- Fence Post
- Pole
- Guy Wire
- Fence Line
- Power Line
- Easements

From: Bursey, Robyn
Sent: Thursday, January 23, 2025 9:25 AM
To: Barnes, Dayle
Subject: FW: Proposed Wording
Attachments: 2022-047 Rev B Set - 11 Dec 2023.pdf

Hi Dayle

Can you please print the attached in color?

Thanks

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 2:19 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

Hi Robyn,

As requested, please see the attached drawings.

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 21, 2025 1:56 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

I need to have a quick chat with you. Would you be free for a call?

Thanks

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 1:31 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robyn,

Just checking in to see where we are..... the MOU expires this week.....

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 17, 2025 9:17 AM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

Thanks again for your cooperation on file. I have forwarded this along to the appropriate team and legal, who agree with the revised wording. Will be in touch soon.

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Thursday, January 16, 2025 1:24 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Robyn,

As per our conversation yesterday with yourself, Darlene and David I believe we are all on the same page with respect to section 12 of the PSA.

It is very important to H3 Development that we aren't adversely affected by the sale of this land to the Government of NL. Since the signing of the MOU and the Announcement by the Premier and various Ministers, The City of St. John's has changed their position on some aspects of the municipal infrastructure required in the area of the Kenmount Crossing Development. H3 Development have no control over the City and are in fact at the City's mercy.

There is existing infrastructure in place and there are plans in place for proposed infrastructure that we planned to construct at the appropriate time. We have been open and transparent and have already shared this information with you and various groups within Government.

[REDACTED]
[REDACTED] I think you, Darlene, David, and I are all in agreement that these addons by the City are not the responsibility of H3 Development.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

When I discussed this with the owners of H3 Development they wanted to get our lawyers opinion and as a result he has revised the PSA. In an effort to define the baseline more clearly, we have made a couple of minor adjustments to section 12.

Please see the attached revised PSA. I hope this meets everyone's expectations and that we can get the PSA signed off and close this deal.

Feel free to give me a call to discuss once you have had a chance to review.

Thank-you,

Blair

Blair McNiven
General Manager
H3 Development Limited
709-693-4397

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 15, 2025 3:54 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: Proposed Wording

H Blair,

Can you please review section 12 again to see if the wording works for you and your client. The additional words are in blue.

Thanks

Robyn

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LIST OF DRAWINGS

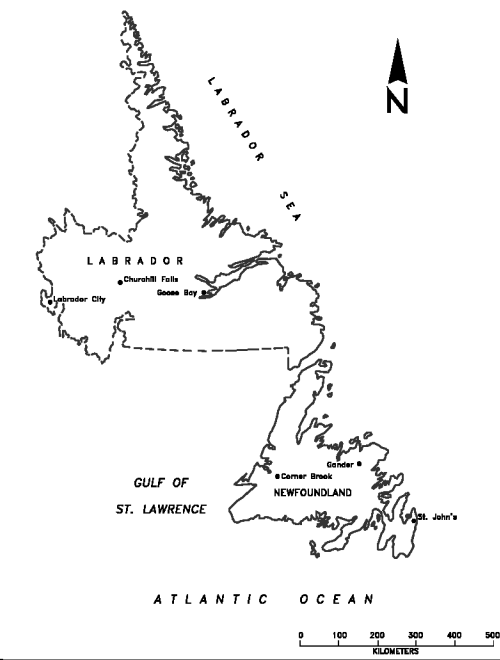
- C1 LOCATION PLAN
- C2 OVERALL SITE GRADING PLAN
- C3 STREET 'A' PLAN & PROFILE STA. 0+000 TO 0+288
- C4 CAPTAIN PRIM DRIVE PLAN & PROFILE STA. 0+000 TO 0+000
- C5 STREET 'A' INTERSECTION GRADING PLAN
- C6 STREET 'A' INFRASTRUCTURE SIGNAGE AND PAVEMENT MARKING PLAN
- C7 DETAILS
- C8 NEW BERM DETAILS
- C9 TURNING MOVEMENTS
- C10 SANITARY AREAS
- C11 PRE-DEVELOPMENT STORM AREAS
- C12 POST-DEVELOPMENT STORM AREAS

KENMOUNT CROSSING

PHASE 3

CITY OF ST. JOHN'S NEWFOUNDLAND & LABRADOR

LOCATION PLAN:



4 BREMIGENS BLVD., UNIT 201
PARADISE, NL, A1L 4A3
PHONE: (709) 368-7117
FAX: (709) 368-3446

REV B -
REVISED FOR APPROVALS
DECEMBER 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT No.:

2022-047



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A

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A - PLAN, SECTION, ELEVATION, OR DETAIL No.
B - No. OF DRAWING WHERE 'A' IS ON SITE PLAN
C - No. OF DRAWING WHERE 'A' IS DETAILED

— — —

LIMITS OF PHASE 3

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

s. 40(1)

STAMP:

Progressive Engineering
& Consulting Inc.

PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER
This Permit Allows
PROGRESSIVE ENGINEERING & CONSULTING INC.

To practice Professional Engineering
in Newfoundland and Labrador.
Permit No. as issued by PEG #9566
which is valid for the year 2023

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT TITLE:

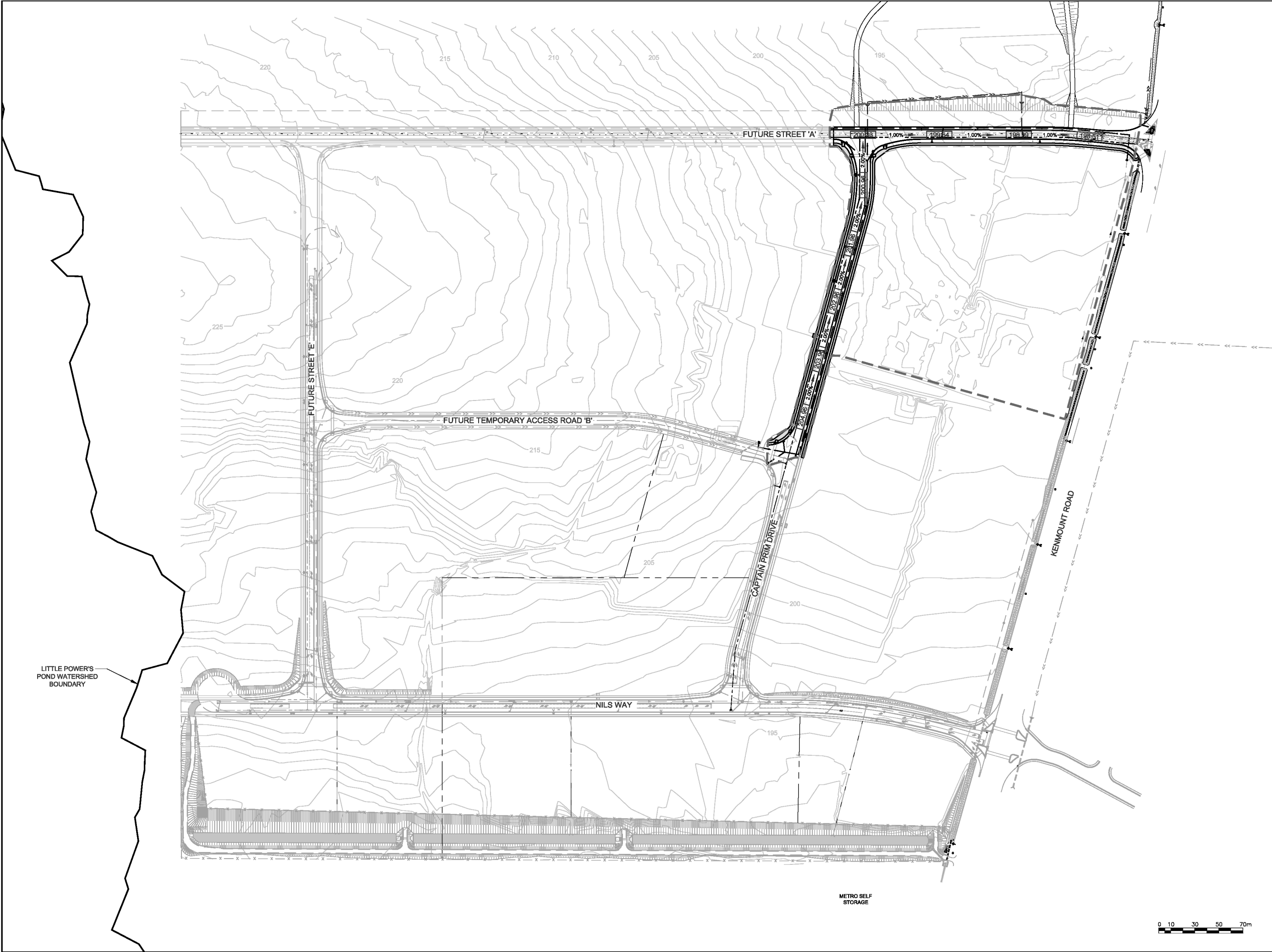
KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

LOCATION PLAN

DRAWN BY:	DESIGNED BY:	APPROVED BY:
J.P.P.	J.P.P.	V.B.
T-M:	DATE:	SCALE:
N/A	DEC 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C1	B

449 of 481



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LIMITS OF PHASE 3

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
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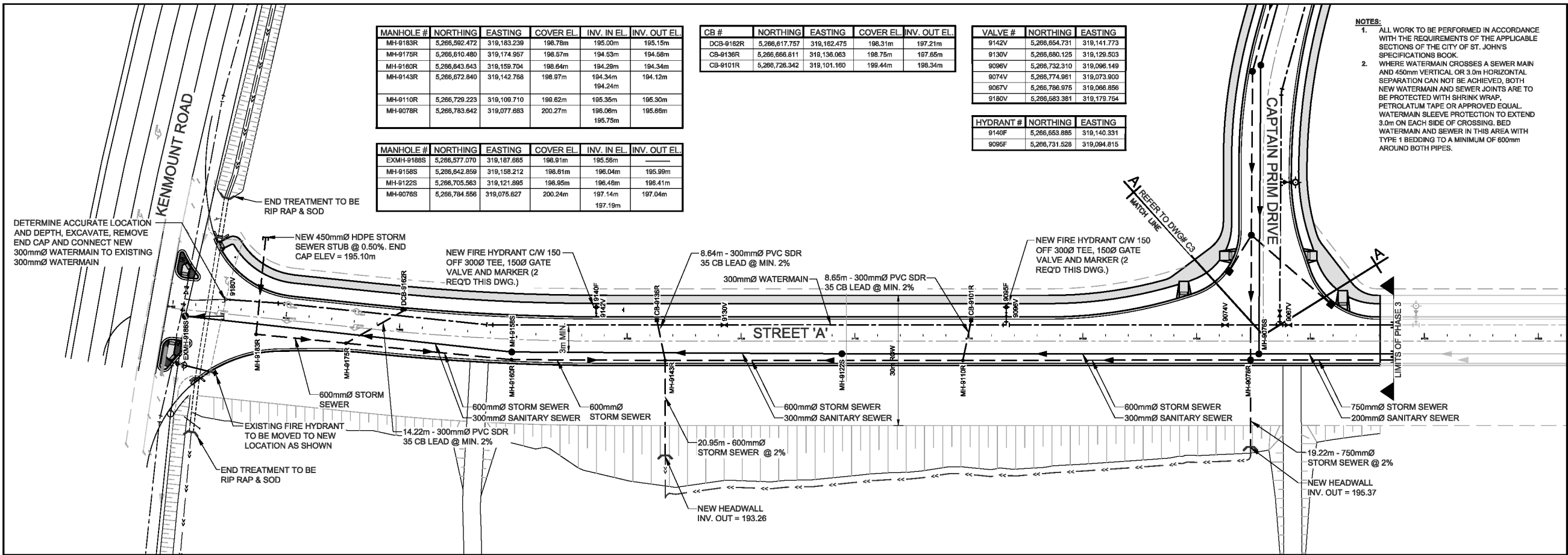
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KENMOUNT CROSSING PHASE 3

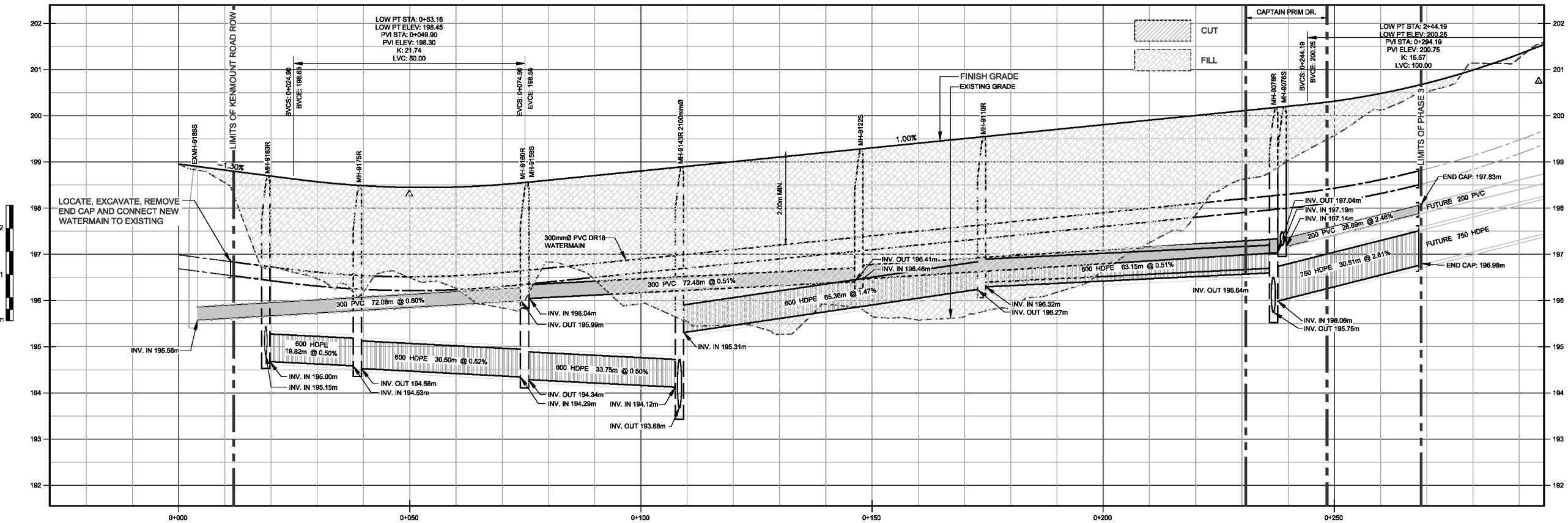
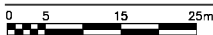
DRAWING TITLE:

OVERALL SITE GRADING PLAN

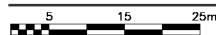
DRAWN BY:	J.P.P.	DESIGNED BY:	J.P.P.	APPROVED BY:	V.B.
T-M:	N/A	DATE:	NOV. 2022	SCALE:	AS SHOWN
PROJECT No:	2022-047	DRAWING No:	C2	REV:	B



CAPTAIN PRIM DRIVE - PLAN 0+000 TO 0+268.750



CAPTAIN PRIM DRIVE - PROFILE 0+000 TO 0+268.750



MANHOLE #	NORTHING	EASTING	COVER EL.	INV. IN EL.	INV. OUT EL.
MH-9183R	5,266,592.472	319,183.239	198.78m	195.00m	195.15m
MH-9175R	5,266,610.480	319,174.957	198.57m	194.53m	194.58m
MH-9160R	5,266,643.643	319,159.704	198.64m	194.29m	194.34m
MH-9143R	5,266,672.840	319,142.768	198.97m	194.34m	194.12m
MH-9110R	5,266,729.223	319,109.710	199.82m	195.35m	195.30m
MH-9078R	5,266,783.642	319,077.683	200.27m	196.08m	195.68m

MANHOLE #	NORTHING	EASTING	COVER EL.	INV. IN EL.	INV. OUT EL.
EXMH-9188S	5,266,577.070	319,187.665	198.91m	195.58m	---
MH-9158S	5,266,642.859	319,158.212	198.61m	196.04m	195.99m
MH-9122S	5,266,705.563	319,121.885	198.95m	196.46m	196.41m
MH-9076S	5,266,784.556	319,075.627	200.24m	197.14m	197.04m

CB #	NORTHING	EASTING	COVER EL.	INV. OUT EL.
DCB-9182R	5,266,617.757	319,182.475	198.31m	197.21m
CB-9136R	5,266,666.811	319,136.063	198.75m	197.65m
CB-9101R	5,266,728.342	319,101.160	199.44m	198.34m

VALVE #	NORTHING	EASTING
9142V	5,266,654.731	319,141.773
9130V	5,266,680.125	319,129.503
9096V	5,266,732.310	319,096.149
9074V	5,266,774.961	319,073.900
9067V	5,266,786.975	319,066.856
9180V	5,266,683.381	319,179.754

HYDRANT #	NORTHING	EASTING
9140F	5,266,653.885	319,140.331
9095F	5,266,731.528	319,094.815

- NOTES:
- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CITY OF ST. JOHN'S SPECIFICATIONS BOOK.
 - WHERE WATERMAIN CROSSES A SEWER MAIN AND 450mm VERTICAL OR 3.0m HORIZONTAL SEPARATION CAN NOT BE ACHIEVED, BOTH NEW WATERMAIN AND SEWER JOINTS ARE TO BE PROTECTED WITH SHRINK WRAP, PETROLATUM TAPE OR APPROVED EQUAL. WATERMAIN SLEEVE PROTECTION TO EXTEND 3.0m ON EACH SIDE OF CROSSING. BED WATERMAIN AND SEWER IN THIS AREA WITH TYPE 1 BEDDING TO A MINIMUM OF 600mm AROUND BOTH PIPES.

CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. REPRODUCTIONS OF THIS DRAWING MAY HAVE BEEN REDUCED OR ENLARGED. REFER TO GRAPHIC SCALE. DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

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SYMBOL	LEGEND
TEST PIT	NEW SANITARY MANHOLE
NEW SANITARY SEWER MAIN	EXISTING SANITARY SEWER MAIN
EXISTING SANITARY SEWER MAIN	EXISTING FORCEMAIN
EXISTING FORCEMAIN	EXISTING MANHOLE
EXISTING MANHOLE	NEW STORM MANHOLE
NEW STORM MANHOLE	NEW STORM SEWER MAIN
NEW STORM SEWER MAIN	EXISTING STORM SEWER MAIN
EXISTING STORM SEWER MAIN	NEW CATCH BASIN
NEW CATCH BASIN	EXISTING CATCH BASIN
EXISTING CATCH BASIN	DIRECTION OF FLOW
DIRECTION OF FLOW	NEW WATERMAIN
NEW WATERMAIN	EXISTING WATERMAIN
EXISTING WATERMAIN	NEW GATE VALVE
NEW GATE VALVE	EXISTING GATE VALVE
EXISTING GATE VALVE	NEW FIRE HYDRANT
NEW FIRE HYDRANT	EXISTING FIRE HYDRANT
EXISTING FIRE HYDRANT	WATERMAIN TEE
WATERMAIN TEE	WATERMAIN BEND
WATERMAIN BEND	STUB WITH END CAP
STUB WITH END CAP	POLE
POLE	NEW CULVERT
NEW CULVERT	EXISTING CULVERT
EXISTING CULVERT	SLOPED EMBANKMENT
SLOPED EMBANKMENT	DITCH
DITCH	ROAD SIGNS
ROAD SIGNS	FENCE
FENCE	FINISHED GRADE ELEVATION
FINISHED GRADE ELEVATION	EXISTING ELEVATION

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21

No.	REVISIONS	APP	DWN	DATE
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NORTH:

STAMP:

s. 40(1)

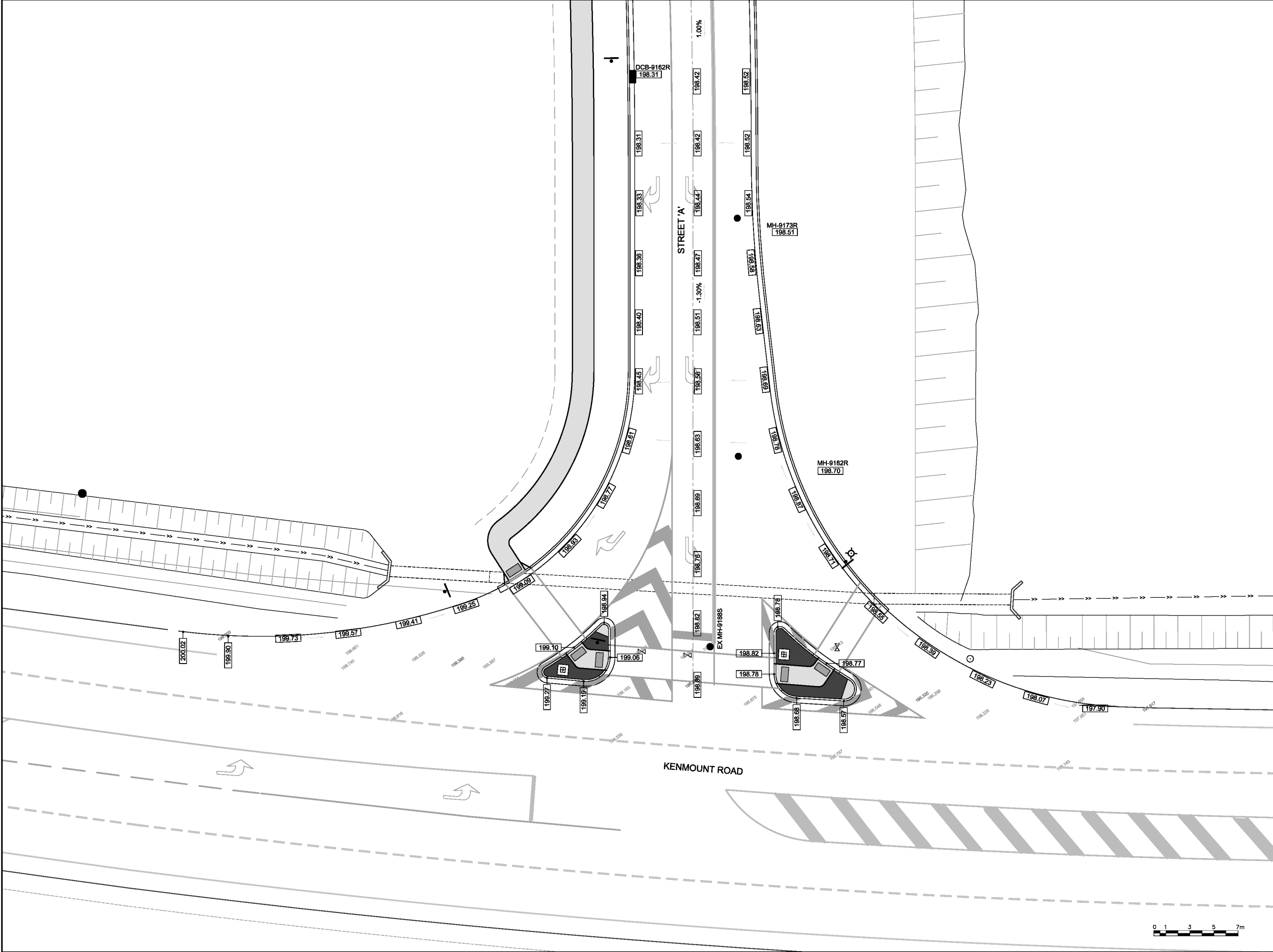
PERMIT STAMP:

OWNER/CLIENT NAME: **H3 DEVELOPMENT LTD.**

PROJECT TITLE: **KENMOUNT CROSSING PHASE 3**

DRAWING TITLE: **STREET 'A' INFRASTRUCTURE PLAN & PROFILE STA. 0+000 TO 0+268**

DRAWN BY: J.P.	DESIGNED BY: J.P.	APPROVED BY: V.B.
T.M.: N/A	DATE: DEC. 2022	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C3	REV: B



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B
C

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SYMBOL	LEGEND
	TEST PIT
	NEW SANITARY MANHOLE
	NEW SANITARY SEWER MAIN
	EXISTING SANITARY SEWER MAIN
	NEW STORM MANHOLE
	NEW STORM SEWER MAIN
	EXISTING STORM SEWER MAIN
	NEW CATCH BASIN
	EXISTING CATCH BASIN
	DIRECTION OF FLOW
	NEW WATERMAIN
	EXISTING WATERMAIN
	NEW GATE VALVE
	EXISTING GATE VALVE
	NEW FIRE HYDRANT
	EXISTING FIRE HYDRANT
	WATERMAIN TEE
	STUB WITH END CAP
	POLE
	NEW CULVERT
	EXISTING CULVERT
	SLOPED EMBANKMENT
	DITCH
	ROAD SIGNS
	FENCE
	FINISHED GRADE ELEVATION
	EXISTING ELEVATION

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

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Progressive Engineering & Consulting Inc.

PERMIT STAMP:

OWNER/CLIENT NAME:

H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT CROSSING PHASE 3

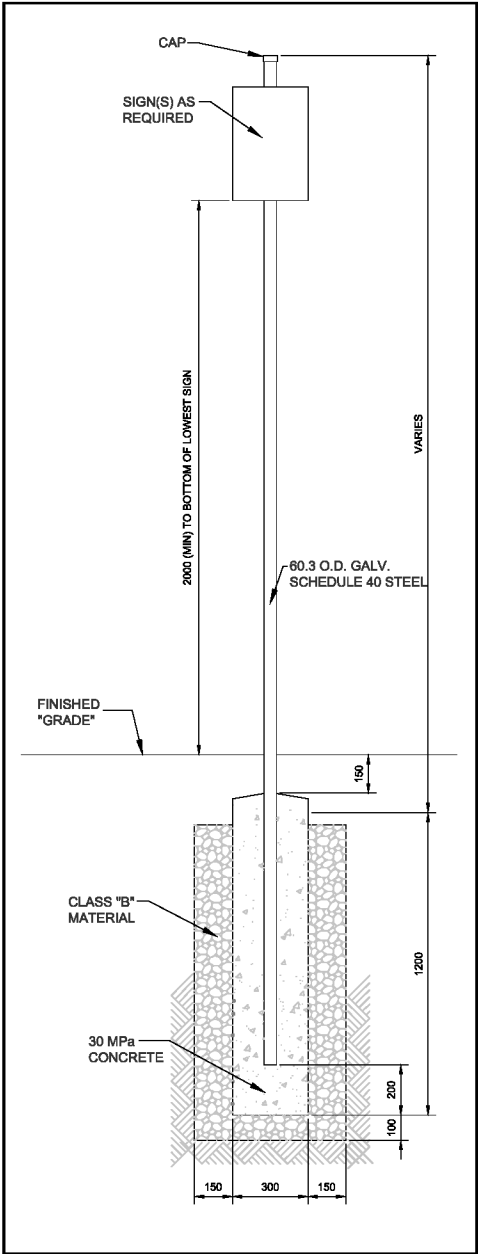
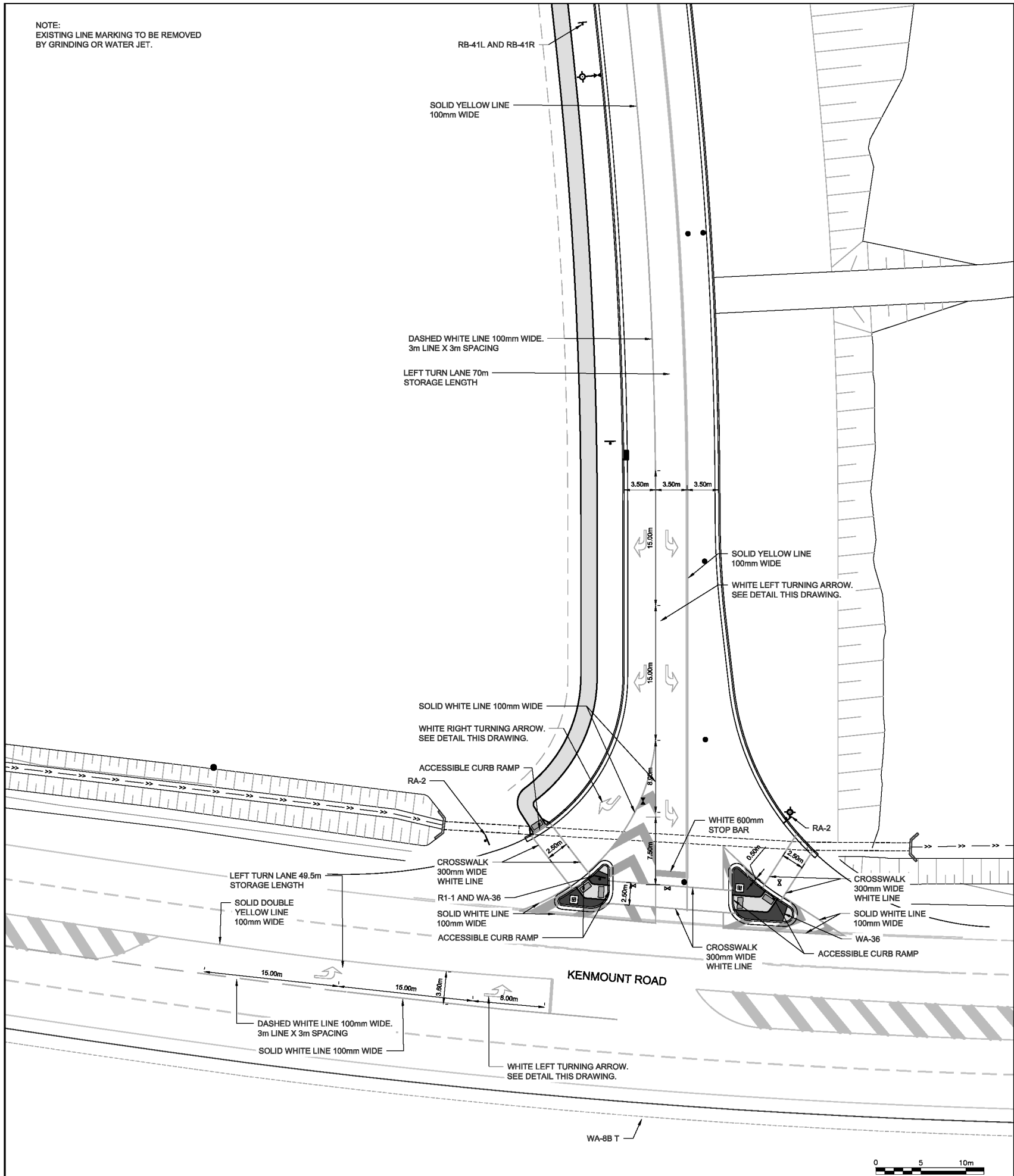
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STREET 'A' INTERSECTION GRADING PLAN

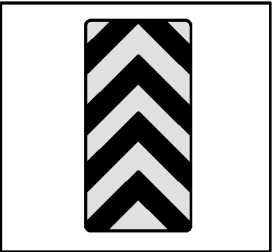
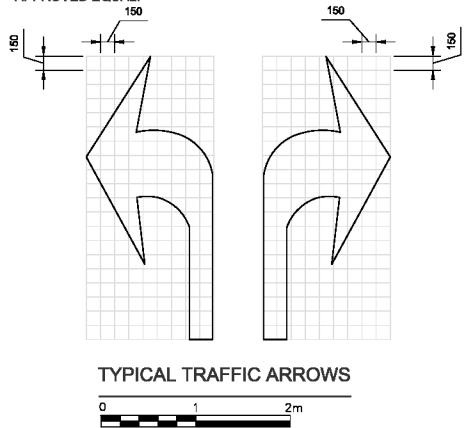
DRAWN BY:	J.P.	DESIGNED BY:	J.P.	APPROVED BY:	V.B.
T.M:	N/A	DATE:	DEC. 2022	SCALE:	AS SHOWN
PROJECT No:	2022-047	DRAWING No:	C5	REV:	B

453 of 481

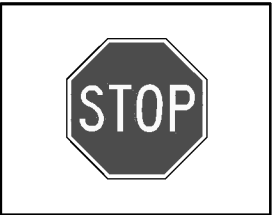
NOTE:
EXISTING LINE MARKING TO BE REMOVED
BY GRINDING OR WATER JET.



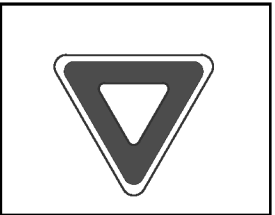
- NOTES:
1. PAVEMENT MARKINGS AND SIGNAGE TO BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OF CANADA.
 2. PRE-CUT PAVEMENT MARKING SYMBOL TAPE SHALL BE USED FOR PAVEMENT ARROWS
 3. 2 COATS OF PAINT REQUIRED FOR ALL OTHER LINES
 4. ALL SKIP LINES AND CENTER LINE PRE-MARKINGS SHALL USE CIRCULAR PRE-CUT MARKINGS, SPACED EVERY 9m, UNLESS DIRECTED OTHERWISE. ACCEPTABLE MATERIALS FOR PAVEMENT MARKING SYMBOLS ARE 3M™, STAMARK™, PAVEMENT-TAPES OR APPROVED EQUAL.



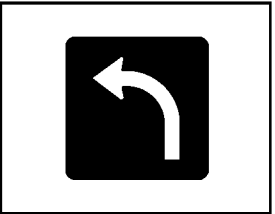
WA-36 450mm x 900mm



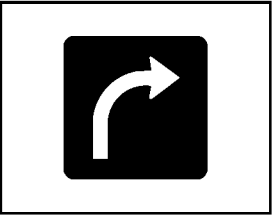
R1-1 750mm x 750mm



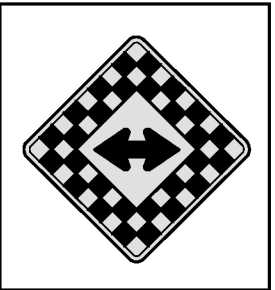
WA-36 750mm SIDES



RP-41L 600mm x 600mm



RB-41R 600mm x 600mm



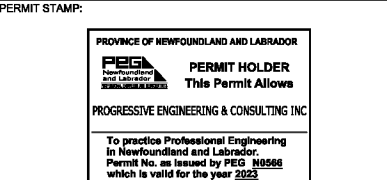
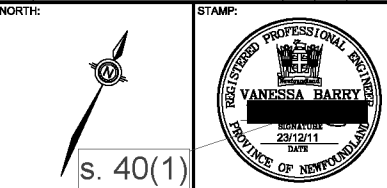
WA-8B T 750mm x 750mm

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SYMBOL	LEGEND
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
— —	NEW GATE VALVE
— —	EXISTING GATE VALVE
— —	NEW FIRE HYDRANT
— —	EXISTING FIRE HYDRANT
— —	POLE
— —	NEW CULVERT
— —	EXISTING CULVERT
— —	SLOPED EMBANKMENT
— —	DITCH
— —	ROAD SIGNS

B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE



OWNER/CLIENT NAME:
H3 DEVELOPMENT LTD.

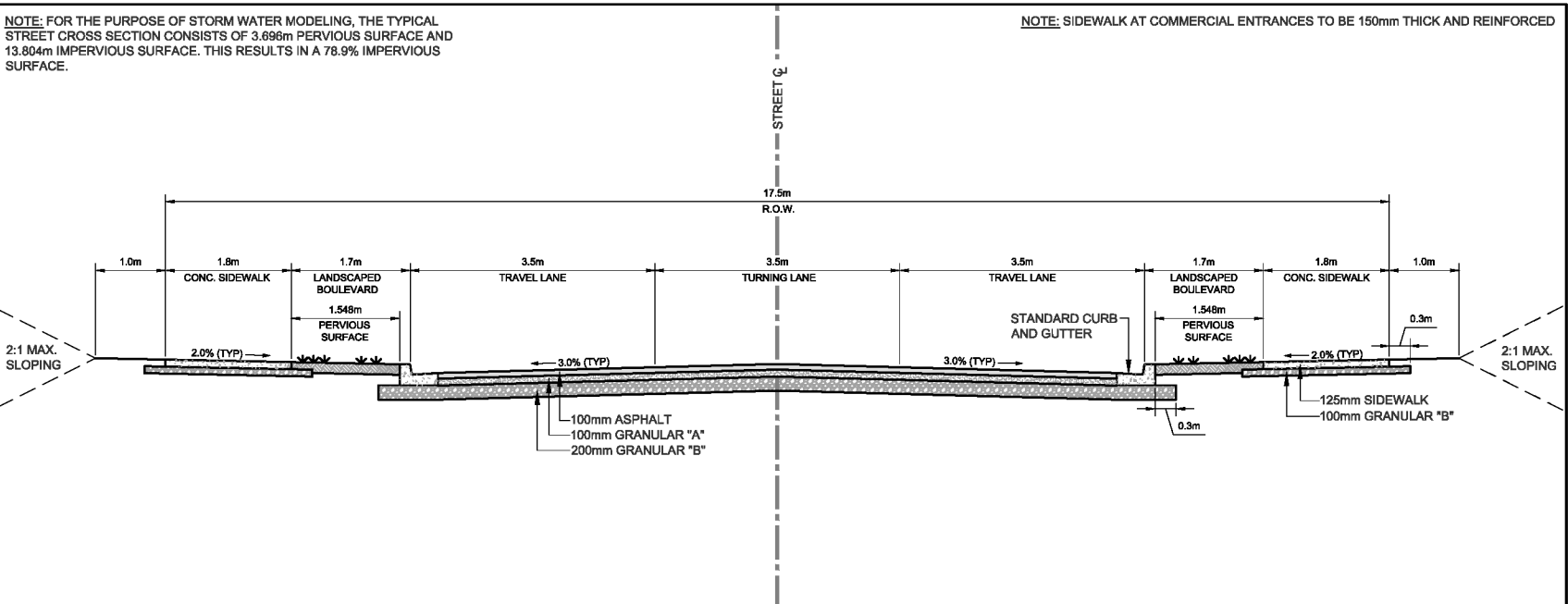
PROJECT TITLE:
KENMOUNT CROSSING PHASE 3

DRAWING TITLE:
STREET 'A' INTERSECTION SIGNAGE AND PAVEMENT MARKING PLAN

DRAWN BY:	DESIGNED BY:	APPROVED BY:
RP	VB	V.B.
T.M:	DATE:	SCALE:
N/A	NOV. 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C6	B

NOTE: FOR THE PURPOSE OF STORM WATER MODELING, THE TYPICAL STREET CROSS SECTION CONSISTS OF 3.696m PERVIOUS SURFACE AND 13.804m IMPERVIOUS SURFACE. THIS RESULTS IN A 78.9% IMPERVIOUS SURFACE.

NOTE: SIDEWALK AT COMMERCIAL ENTRANCES TO BE 150mm THICK AND REINFORCED

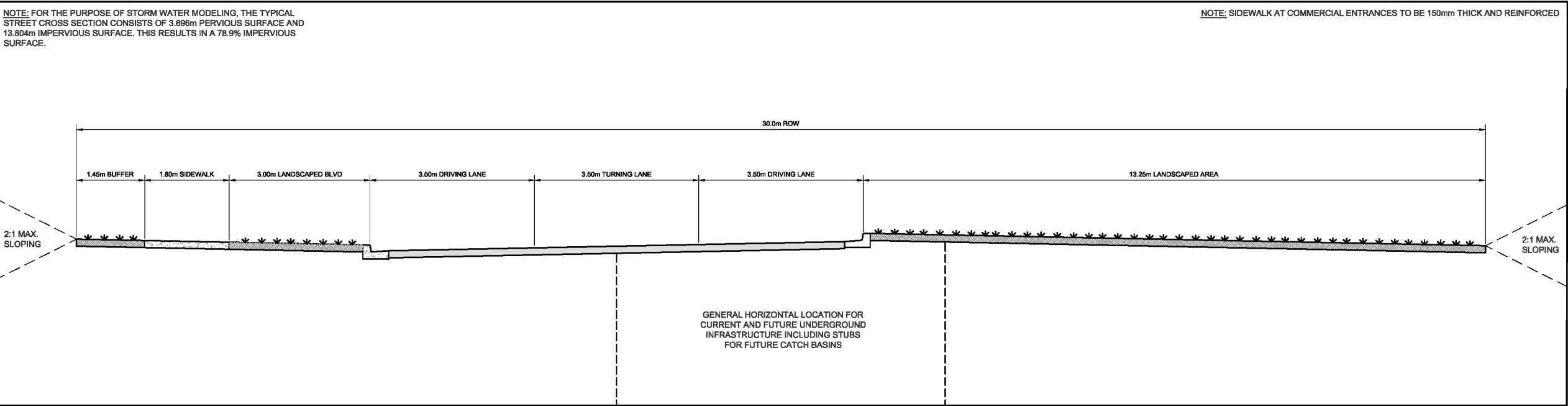


TYPICAL STREET CROSS SECTION - CAPTAIN PRIM

1
C3, C4 | C7

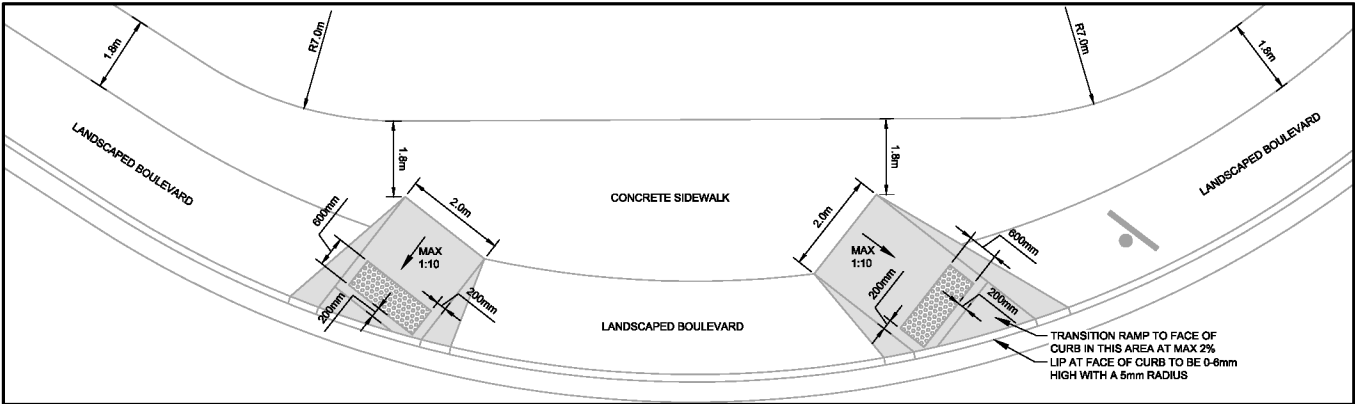
NOTE: FOR THE PURPOSE OF STORM WATER MODELING, THE TYPICAL STREET CROSS SECTION CONSISTS OF 3.696m PERVIOUS SURFACE AND 13.804m IMPERVIOUS SURFACE. THIS RESULTS IN A 78.9% IMPERVIOUS SURFACE.

NOTE: SIDEWALK AT COMMERCIAL ENTRANCES TO BE 150mm THICK AND REINFORCED



TYPICAL STREET CROSS SECTION - STREET 'A'

2
C3, C4 | C7



STANDARD ACCESSIBLE CURB RAMP DETAIL

3
C3, C4 | C7

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SYMBOL	LEGEND
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
+	NEW GATE VALVE
+	EXISTING GATE VALVE
+	NEW FIRE HYDRANT
+	EXISTING FIRE HYDRANT
+	POLE
+	NEW CULVERT
+	EXISTING CULVERT
+	SLOPED EMBANKMENT
+	DITCH
+	ROAD SIGNS

B	REVISED FOR APPROVALS	V8	LE	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

NORTH:

STAMP:

s. 40(1)

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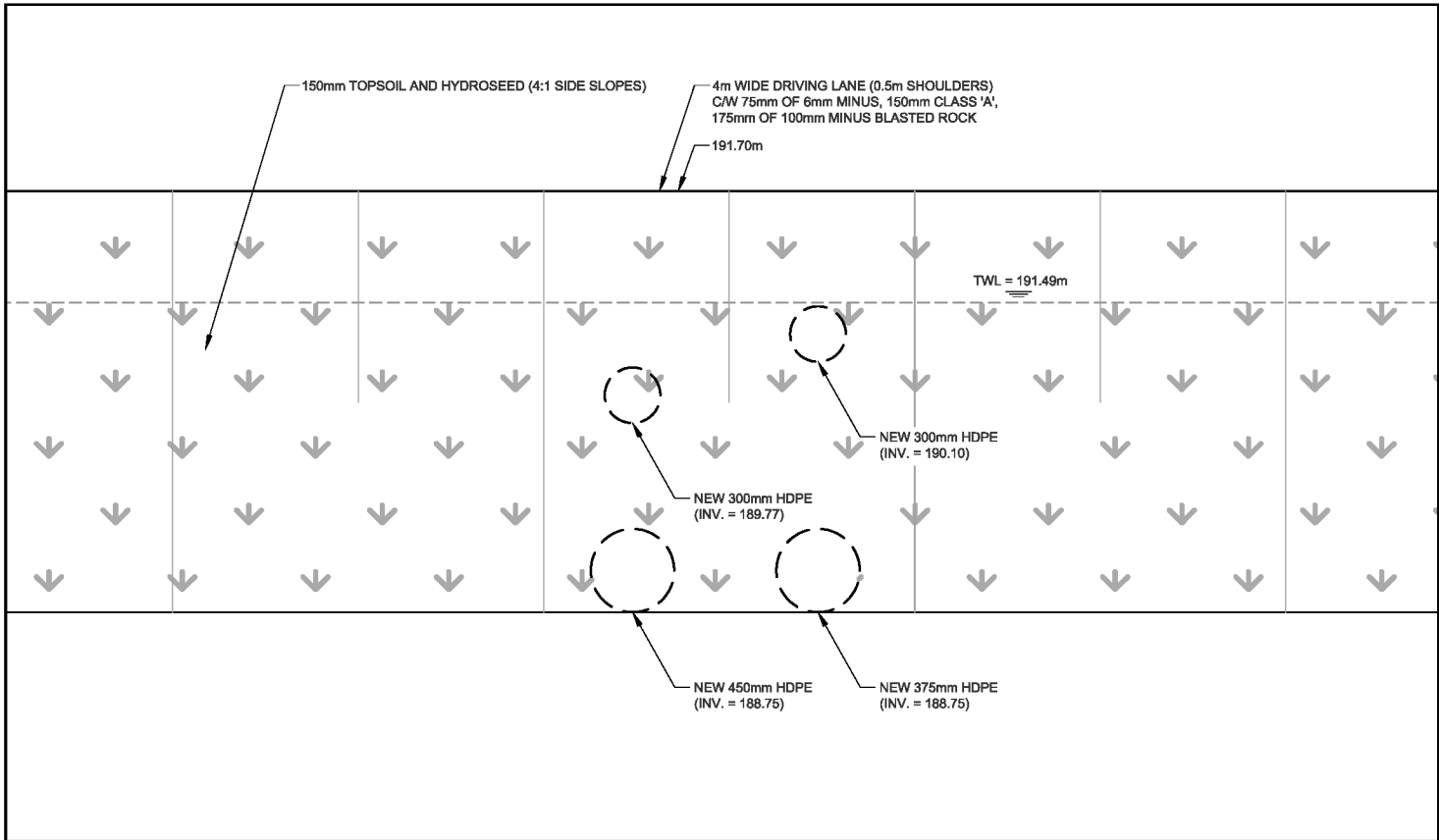
PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

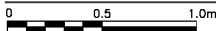
DRAWING TITLE:

DETAILS

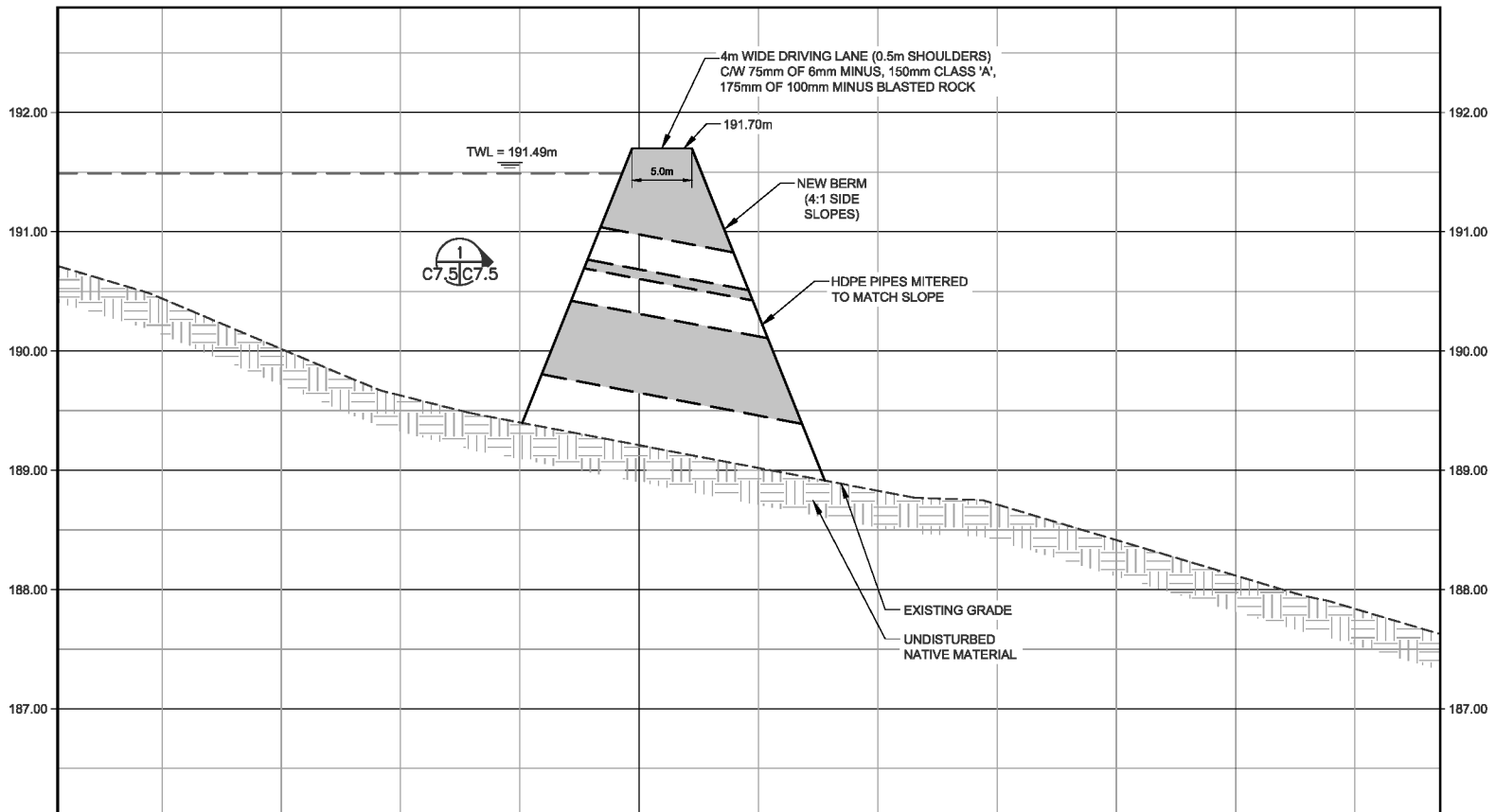
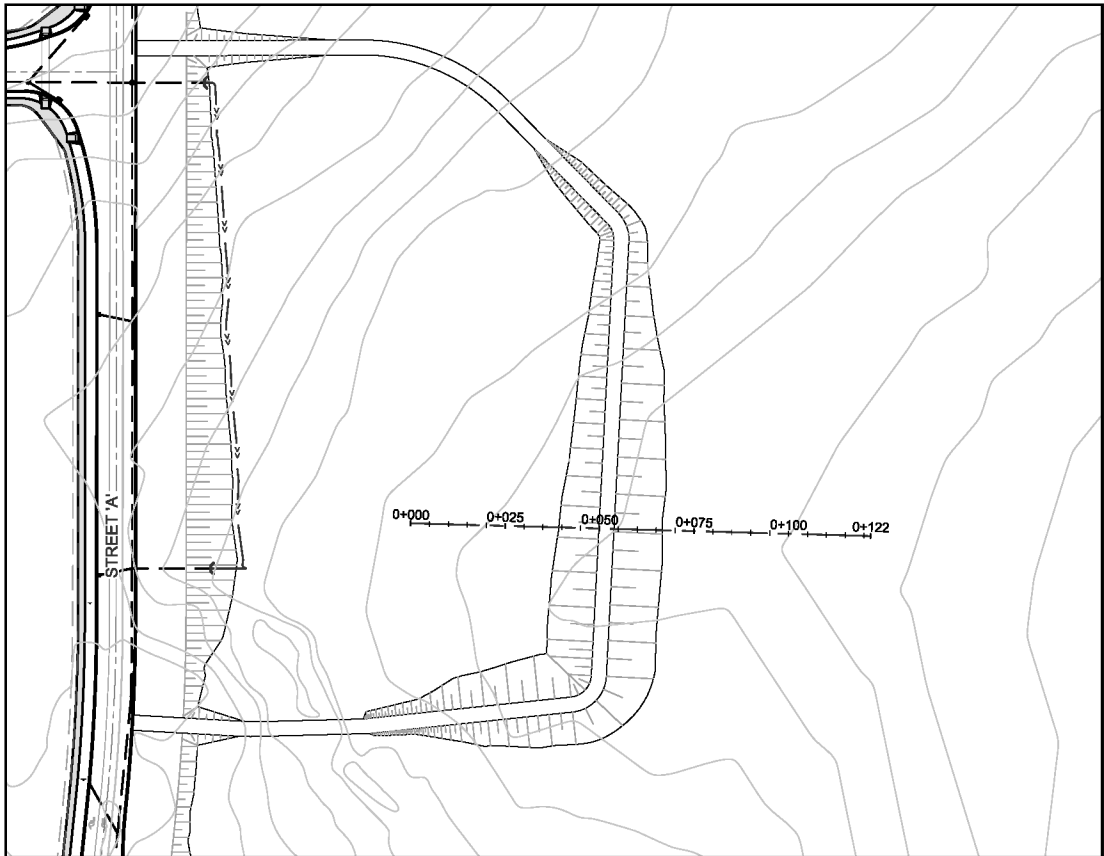
DRAWN BY:	DESIGNED BY:	APPROVED BY:
RP	VB	V8
T-M:	DATE:	SCALE:
N/A	NOV. 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C7	B



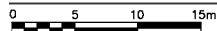
NEW BERM ELEVATION VIEW



1
C7.5 C7.5



NEW BERM CROSS SECTION



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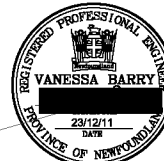
B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	23/08/24
No.	REVISIONS	APP	DWN	DATE

NORTH:



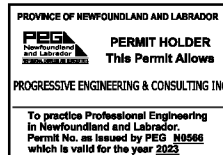
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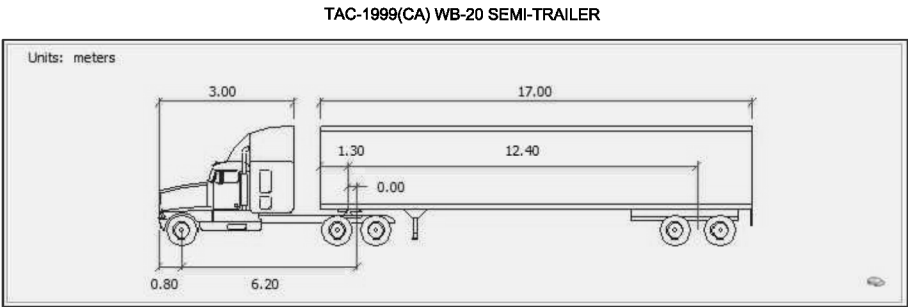
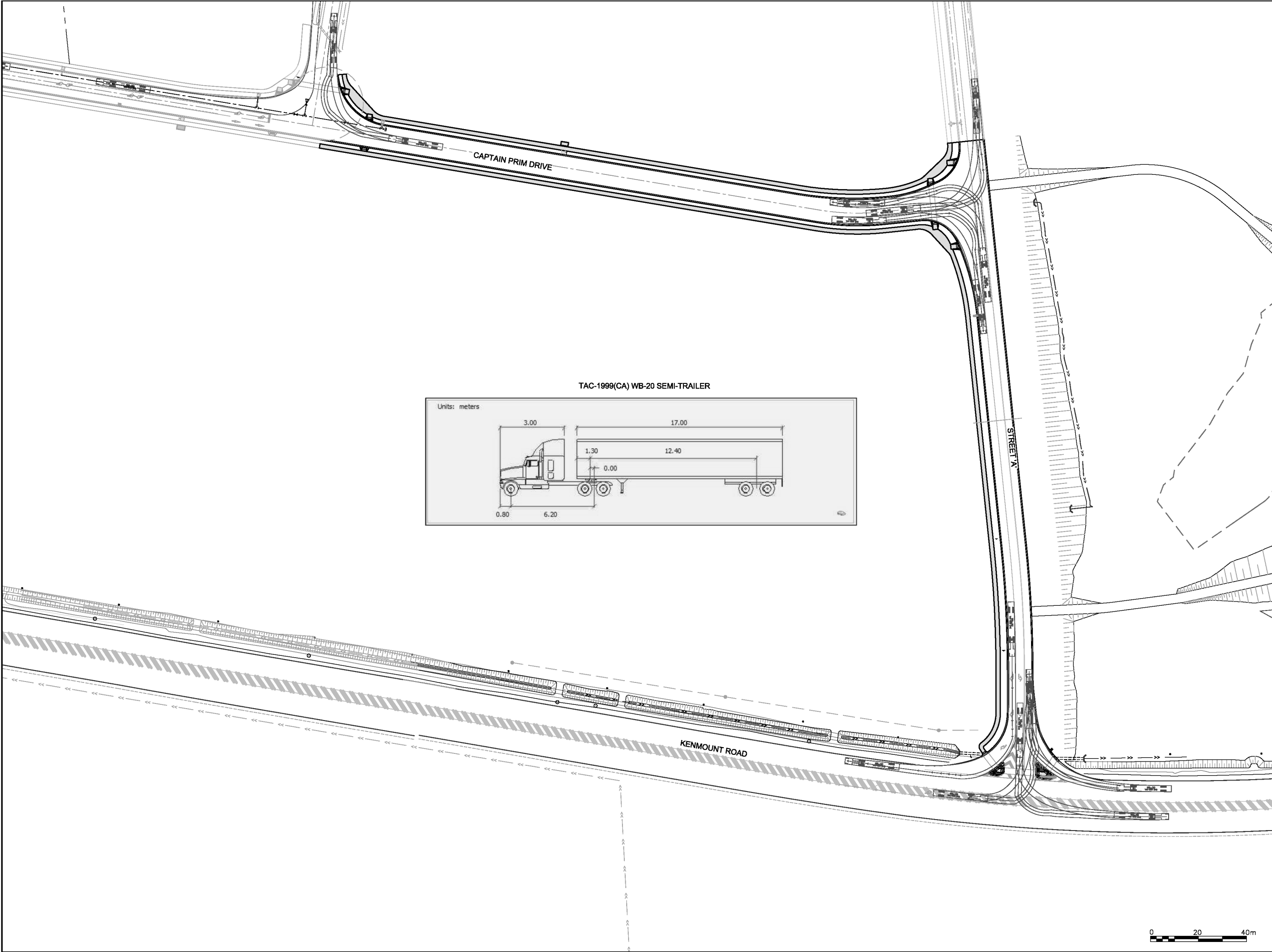
PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

NEW BERM DETAILS

DRAWN BY: J.P.P.	DESIGNED BY: J.P.P.	APPROVED BY: V.B.
T-M: N/A	DATE: AUG 2023	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C8	REV: B



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A

B

C

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LEGEND	
SYMBOL	DESCRIPTION
●	NEW SANITARY MANHOLE
○	EXISTING MANHOLE
●	NEW STORM MANHOLE
■	NEW CATCH BASIN
□	EXISTING CATCH BASIN
⌵	NEW GATE VALVE
⌵	EXISTING GATE VALVE
⊕	NEW FIRE HYDRANT
⊕	EXISTING FIRE HYDRANT
•	POLE
≡≡≡	NEW CULVERT
≡≡≡	EXISTING CULVERT
	SLOPED EMBANKMENT
->->	DITCH
⌵	ROAD SIGNS

B	REVISED FOR APPROVALS	VB	LE	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

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H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT CROSSING PHASE 3

DRAWING TITLE:

STREET 'A' TURNING MOVEMENTS

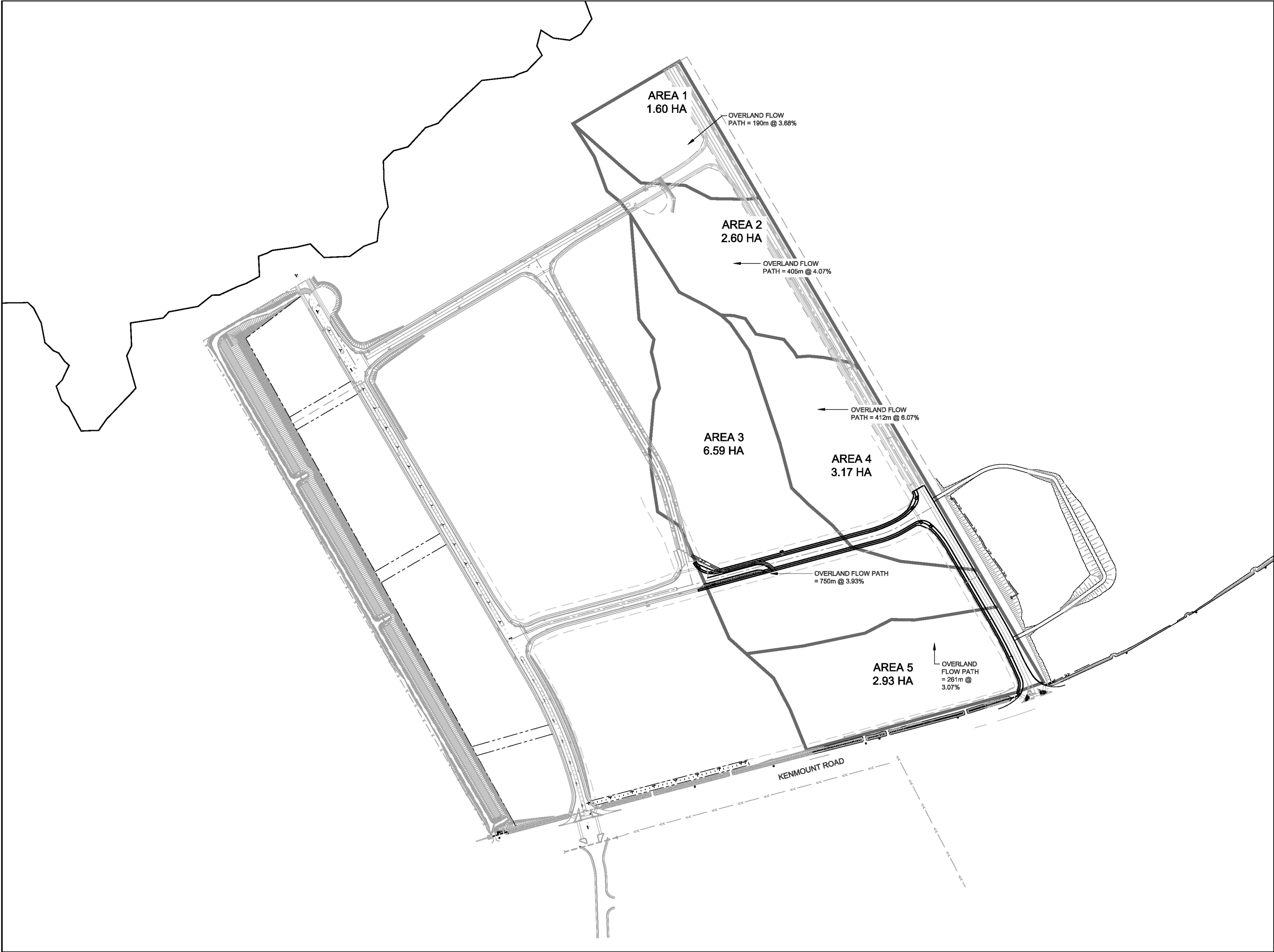
DRAWN BY:	DESIGNED BY:	APPROVED BY:
RP	VB	VB
T-M:	DATE:	SCALE:
N/A	DEC. 2022	AS SHOWN
PROJECT No:	DRAWING No:	REV:
2022-047	C9	B

0

20

40m

457 of 481



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B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

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H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

PRE-DEVELOPMENT
STORM WATER
CATCHMENT AREAS

DRAWN BY:

J.P.

DESIGNED BY:

J.P.

APPROVED BY:

V.B.

TI-MI:

N/A

DATE:

DEC. 2022

SCALE:

AS SHOWN

PROJECT No:

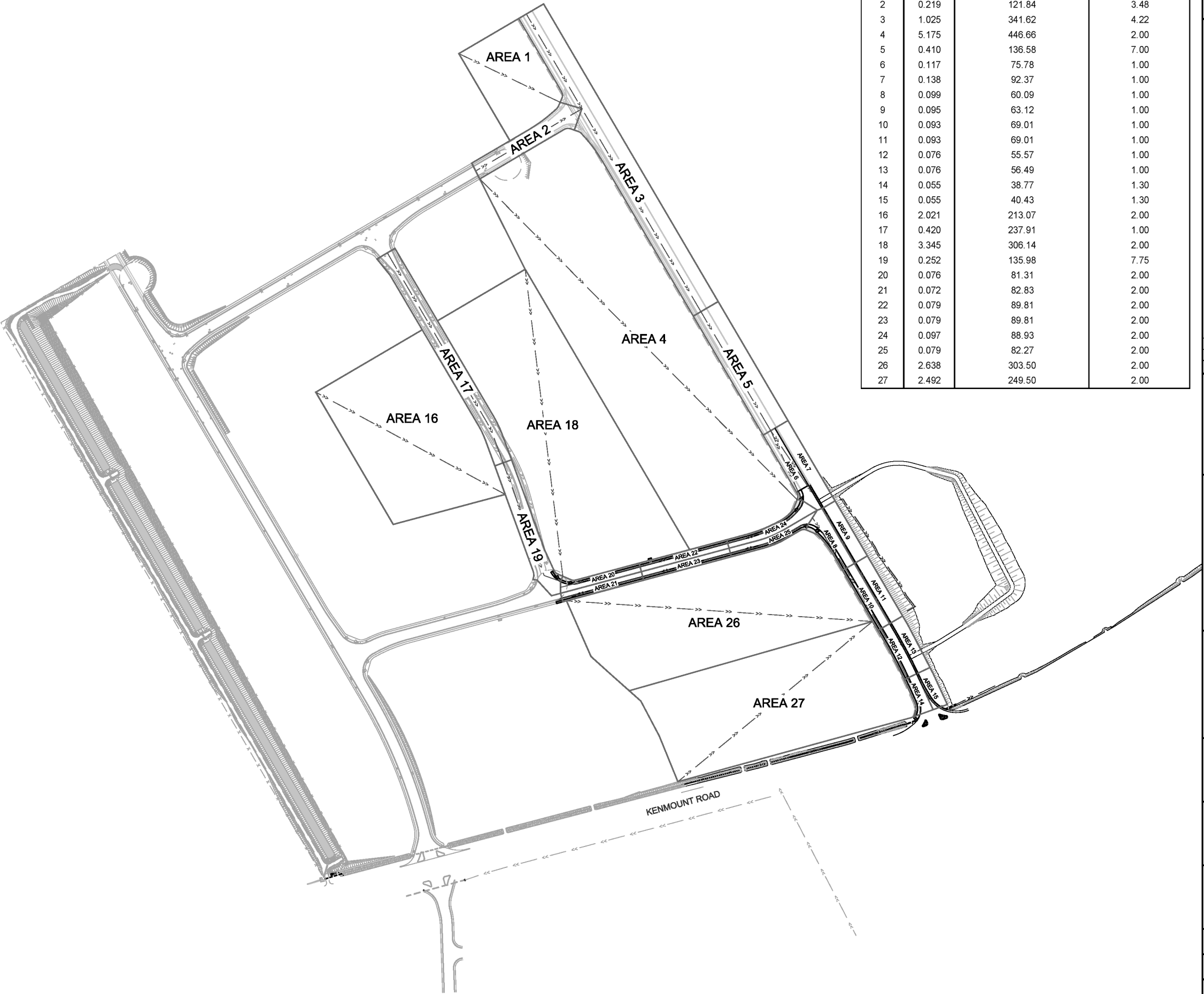
2022-047

DRAWING No:

C11

REV:

B



CATCHMENT CHARACTERISTICS			
AREA #	AREA (Ha)	OVERLAND FLOW PATH (m)	AVERAGE SLOPE (%)
1	0.672	111.27	2.00
2	0.219	121.84	3.48
3	1.025	341.62	4.22
4	5.175	446.66	2.00
5	0.410	136.58	7.00
6	0.117	75.78	1.00
7	0.138	92.37	1.00
8	0.099	60.09	1.00
9	0.095	63.12	1.00
10	0.093	69.01	1.00
11	0.093	69.01	1.00
12	0.076	55.57	1.00
13	0.076	56.49	1.00
14	0.055	38.77	1.30
15	0.055	40.43	1.30
16	2.021	213.07	2.00
17	0.420	237.91	1.00
18	3.345	306.14	2.00
19	0.252	135.98	7.75
20	0.076	81.31	2.00
21	0.072	82.83	2.00
22	0.079	89.81	2.00
23	0.079	89.81	2.00
24	0.097	88.93	2.00
25	0.079	82.27	2.00
26	2.638	303.50	2.00
27	2.492	249.50	2.00

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B	REVISED FOR APPROVALS	V.B.	J.P.	23/12/11
A	ISSUED FOR APPROVALS	V.B.	J.P.	22/12/21
No.	REVISIONS	APP	DWN	DATE

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H3 DEVELOPMENT LTD.

PROJECT TITLE:

KENMOUNT
CROSSING
PHASE 3

DRAWING TITLE:

POST-DEVELOPMENT
STORM WATER
CATCHMENT AREAS

DRAWN BY: J.P.	DESIGNED BY: J.P.	APPROVED BY: V.B.
T.M: N/A	DATE: DEC. 2022	SCALE: AS SHOWN
PROJECT No: 2022-047	DRAWING No: C12	REV: B

From: Edwards, Herb
Sent: Wednesday, January 22, 2025 8:26 AM
To: Carroll, Michael, Bursey, Robyn
Subject: FW: Kenmount Crossing - H3

FYI

From: Gary Peddle <GFPeddle@bensonbuffett.com>
Sent: Wednesday, January 22, 2025 8:20 AM
To: Edwards, Herb <herbedwards@gov.nl.ca>
Subject: RE: Kenmount Crossing - H3

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Hi Herb
I will confirm with the client and get back to you. Thanks



Gary F. Peddle MBA KC
Lawyer

Suite 900 Atlantic Place
215 Water Street, P.O. Box 1538
St. John's, NL
Canada A1C 5N8

T 709. 570.7230
F 709.579.2647
W bensonbuffett.com

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Please visit our website to view our Covid-19 policies.

Please consider the environment before printing this email

From: Edwards, Herb <herbedwards@gov.nl.ca>
Sent: January 22, 2025 8:14 AM
To: Gary Peddle <GFPeddle@bensonbuffett.com>
Cc: Carroll, Michael <MichaelCarroll@gov.nl.ca>; Bursey, Robyn <rbursey@gov.nl.ca>
Subject: Kenmount Crossing - H3

Hi Gary

Can you confirm that the amount of land being purchased (54.765 acres) includes the road reservation noted on the right hand side of the attached survey, and if so whether H3 currently owns it?

Thank you

herb

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From: Edwards, Herb
Sent: Wednesday, January 22, 2025 8:14 AM
To: Gary Peddle
Cc: Carroll, Michael, Bursey, Robyn
Subject: Kenmount Crossing - H3
Attachments: Legal Land Survey - 64+ Acres - H3 Development,-1,4902-8891-6483.pdf

Attachment can be found on pages 442-444

Hi Gary

Can you confirm that the amount of land being purchased (54.765 acres) includes the road reservation noted on the right hand side of the attached survey, and if so whether H3 currently owns it?

Thank you

herb

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 2:19 PM
To: Bursey, Robyn
Subject: RE: Proposed Wording
Attachments: 2022-047 Rev B Set - 11 Dec 2023.pdf Attachment can be found on pages 448-460

Hi Robyn,

As requested, please see the attached drawings.

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 21, 2025 1:56 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

I need to have a quick chat with you. Would you be free for a call?

Thanks

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 1:31 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

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Hi Robyn,

Just checking in to see where we are..... the MOU expires this week.....

Thanks,
Blair

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 17, 2025 9:17 AM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

Thanks again for your cooperation on file. I have forwarded this along to the appropriate team and legal, who agree with the revised wording. Will be in touch soon.

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Thursday, January 16, 2025 1:24 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

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Hi Robyn,

As per our conversation yesterday with yourself, Darlene and David I believe we are all on the same page with respect to section 12 of the PSA.

It is very important to H3 Development that we aren't adversely affected by the sale of this land to the Government of NL. Since the signing of the MOU and the Announcement by the Premier and various Ministers, The City of St. John's has changed their position on some aspects of the municipal infrastructure required in the area of the Kenmount Crossing Development. H3 Development have no control over the City and are in fact at the City's mercy.

There is existing infrastructure in place and there are plans in place for proposed infrastructure that we planned to construct at the appropriate time. We have been open and transparent and have already shared this information with you and various groups within Government.

I think you, Darlene, David, and I are all in agreement that these addons by the City are not the responsibility of H3 Development.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

When I discussed this with the owners of H3 Development they wanted to get our lawyers opinion and as a result he has revised the PSA. In an effort to define the baseline more clearly, we have made a couple of minor adjustments to section 12.

Please see the attached revised PSA. I hope this meets everyone's expectations and that we can get the PSA signed off and close this deal.

Feel free to give me a call to discuss once you have had a chance to review.

Thank-you,
Blair

Blair McNiven
General Manager
H3 Development Limited
709-693-4397

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 15, 2025 3:54 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: Proposed Wording

H Blair,

Can you please review section 12 again to see if the wording works for you and your client. The additional words are in blue.

Thanks

Robyn

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From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 1:57 PM
To: Bursey, Robyn
Subject: RE: Proposed Wording

Yes I am free. 709-693-4397

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 21, 2025 1:56 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: RE: Proposed Wording

Hi Blair,

I need to have a quick chat with you. Would you be free for a call?

Thanks

Robyn

From: Blair McNiven <bmcniven@kenmountcrossing.ca>
Sent: Tuesday, January 21, 2025 1:31 PM
To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

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Hi Robyn,

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To: Bursey, Robyn <rbursey@gov.nl.ca>
Subject: RE: Proposed Wording

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Hi Robyn,

As per our conversation yesterday with yourself, Darlene and David I believe we are all on the same page with respect to section 12 of the PSA.

It is very important to H3 Development that we aren't adversely affected by the sale of this land to the Government of NL. Since the signing of the MOU and the Announcement by the Premier and various Ministers, The City of St. John's has changed their position on some aspects of the municipal infrastructure required in the area of the Kenmount Crossing Development. H3 Development have no control over the City and are in fact at the City's mercy.

There is existing infrastructure in place and there are plans in place for proposed infrastructure that we planned to construct at the appropriate time. We have been open and transparent and have already shared this information with you and various groups within Government. [REDACTED]

[REDACTED] I think you, Darlene, David, and I are all in agreement that these addons by the City are not the responsibility of H3 Development.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

When I discussed this with the owners of H3 Development they wanted to get our lawyers opinion and as a result he has revised the PSA. In an effort to define the baseline more clearly, we have made a couple of minor adjustments to section 12.

Please see the attached revised PSA. I hope this meets everyone's expectations and that we can get the PSA signed off and close this deal.

Feel free to give me a call to discuss once you have had a chance to review.

Thank-you,
Blair

Blair McNiven
General Manager
H3 Development Limited
709-693-4397

From: Bursey, Robyn <rbursey@gov.nl.ca>
Sent: January 15, 2025 3:54 PM
To: Blair McNiven <bmcniven@kenmountcrossing.ca>
Subject: Proposed Wording

H Blair,

Can you please review section 12 again to see if the wording works for you and your client. The additional words are in blue.

Thanks

Robyn

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From: Martin, Warren <Warren.Martin@stantec.com>
Sent: Tuesday, January 21, 2025 1:08 PM
To: Spracklin-Reid, Darlene
Cc: Fisher, Katie
Subject: Regional Water Infrastructure - Revised Stantec Proposal
Attachments: pro_regional_water_study_20250121.pdf

Hi Darlene,

As discussed, please see attached revised proposal.

Thanks,
Warren

Warren Martin M.Sc., P.Eng.
Principal, Practice Lead - Water - Atlantic

Direct: 709 700-5948
Mobile: 709 697-2637
Fax: 709 738-0566
Warren.Martin@stantec.com

Stantec
141 Kelsey Drive
St. John's NL A1B 0L2



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January 21, 2025

Cory Grandy
NL Department of Transportation and Infrastructure
P.O. Box 8700
St. John's, NL A1B 4J6

Dear Cory Grandy,

Reference: Regional Water Study

Stantec Consulting Ltd. (Stantec) is pleased to provide Newfoundland and Labrador Department of Transportation and Infrastructure (NLDTI) the following scope of work for engineering services to complete a functional potable water hydraulic analysis for the new acute care hospital campus and selected areas of the surrounding municipalities.

Introduction

A new hospital campus is proposed in St. John's to enhance healthcare delivery in Newfoundland and Labrador, particularly in the Northeast Avalon area. The location for the new hospital, announced in late 2024, will be at Kenmount Crossing, west of Kenmount Terrace. To support the new hospital, investments will be made in the provincial transportation network to alleviate traffic pressures in the area.

In addition to transportation investments, it is necessary to investigate how the new campus will be supplied with potable water. The identified site, shown in **Figure 1**, is located at the boundaries of St. John's, Mount Pearl's, and Paradise's respective water distribution networks. All these networks are part of the Regional Water System (RWS), which is serviced by the Bay Bulls Big Pond Water Treatment Plant (BBBP WTP). The RWS is owned and operated by the City of St. John's, and the RWS Committee, formed by representatives from all municipalities serviced by the RWS, meets regularly to discuss operational issues.

NLDTI is interested in identifying the optimal servicing option and associated infrastructure, considering how the new hospital campus could impact and benefit several members of the RWS.

s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Paradise

CBCL Limited completed the Paradise Water System Master Plan in 2017. The study recommended a new storage tank at the high point of Neils Pond Ridge (refer to **Figure 1**) to address the pressure deficiencies

Reference: Regional Water Study

experienced at the higher elevations in Elizabeth Park, near the Town's boundary (within "Pressure zone PA-A"). This new tank would then service Pressure Zone PA-A, which is currently serviced from the Southlands Reservoir (St. John's network), as well as service future development in Paradise. Stantec also understands that CBCL secured a consulting assignment with the Town of Paradise around July 2023 which consisted of further modeling and analysis related to the proposed new tank and booster station. Stantec is not aware of the current status of this study but will be requesting updated information as outlined below.

Mount Pearl

In April 2022, CBCL Limited conducted the Kenmount Hill Water System Assessment for the City of Mount Pearl. The study concluded that twinning the existing Tavor Place Reservoir (refer to **Figure 1**) is needed to provide the storage required to support future development of the Kenmount Hill service area. In preparation for adding the twin tank, Mount Pearl is also undertaking upgrades to the watermain network, and the pumping facility, servicing the Kenmount Hill area.

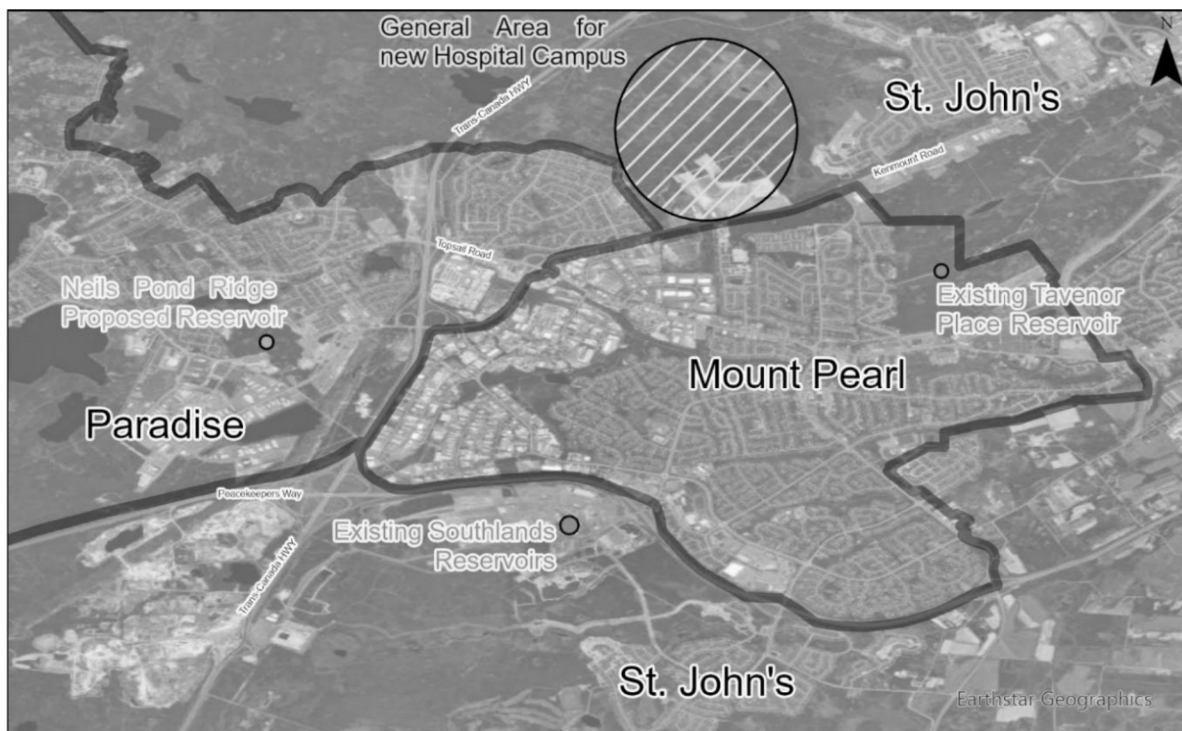


Figure 1: Proposed Location for the New Acute Care Hospital Campus

Reference: Regional Water Study

St. John's

Stantec recently completed the St. John's Water System Master Plan (March 2024). This WSMP evaluated the existing water system to identify supply and distribution constraints and recommended improvements to meet regulatory requirements for current and future water demands. Additionally, Stantec is currently involved in an ongoing study to develop Water Supply Agreements for municipalities served by the Regional Water System (RWS). This study includes a review of historical flow trends and system capacity. Through these efforts, Stantec has gained extensive knowledge of St. John's distribution network and the RWS.

Scope of Work

To support NLDTI with the functional water study for the new hospital campus, Stantec will undertake the following tasks.

Task #1: Background Information Gathering and Review

The background information gathering and review task for this project involves several key components. Firstly, it includes the review of previous studies, which necessitates coordination with municipalities to ensure all relevant historical data and studies are considered. Additionally, the collection of detailed water network information, specifically the location and diameter of existing infrastructure, is needed to proceed with the hydraulic analysis. Stantec will review the network's system components, such as its limits, pressure zones, existing and future service areas, and major infrastructure (pumping stations, transmission lines, system valves, storage facilities, etc.). Note that the review will focus on the areas impacted by this study, and not the entirety of the St. John's, Paradise and Mount Peal networks. This will allow for a thorough understanding of the existing water distribution system's capacity and constraints. Furthermore, it is understood that the hydraulic model developed as part of the 2017 Paradise WSMP, and subsequent work in 2023/2024, will be provided to Stantec. Lastly, recent LiDAR information is essential for assessing the optimal location for the new elevated tank and for estimating pressure throughout the future water network expansion. It is assumed recent LiDAR is readily available for the study area.

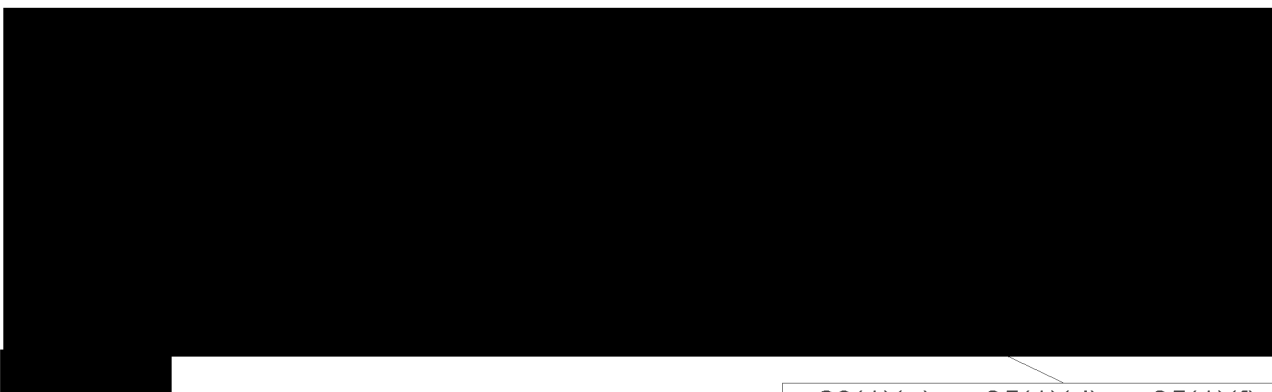
Stantec have allowed for a kick-off meeting to start the project as well as three (3) individual meetings to obtain detailed information from each municipality so that we understand the constraints. The three (3) individual meetings will be with Paradise, Mount Pearl and St. John's. Stantec will also collaborate with the Water Resources Management Division (WRMD) of the Environment and Climate Change Department. A WRMD representative will be invited to the various meetings.

Reference: Regional Water Study

Task #2: Water Demands

The project also involves establishing future mixed-use (residential and ICI) water demands based on the latest available data and studies. Stantec recently completed an analysis of recent historical water demands and trends for the RWS. The results from this analysis will be coordinated with the client project team to ensure they reflect current water trends and to establish future expected water demands. It is assumed that NLDTI will either provide Stantec with the anticipated water demands for the new hospital campus or guide Stantec in estimating these demands if they are not readily available. Additionally, the project will determine available fire flows for the proposed hospital campus and the residential areas that may be serviced by the future elevated tank. This analysis is crucial for appropriately sizing the new elevated tank.

Task #3: Hydraulic Analysis



s. 29(1)(a), s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Task #4: Cost Opinions

Upon completing Task #3, a Class D cost estimate will be prepared for the identified infrastructure.



This analysis will use current-year cost estimates. Stantec has access to unit costs from various similar projects, including the St. John's WSMP, where similar costing exercises were performed for proposed infrastructure projects, such as large transmission mains and elevated water storage.

s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)

Task #5: Reporting and Presentations

At the completion of the evaluation and planning efforts, a report summarizing the work completed, including the methodology, analyses, results, conclusions, and recommendations, will be prepared. One draft report will be provided to NLDTI for review. After reviewing and updating the draft report, a final signed and stamped report will be issued.

Reference: Regional Water Study

It should be noted that two presentations are included in the scope of work. The first presentation, planned as part of the hydraulic analysis task, will discuss the optimal servicing alternative for the new hospital campus and the RWS. The second presentation will take place after the submission of the final report.

Project Team

To support NLDTI in this assignment, we have assembled a project delivery team with extensive experience in the region and industry-recognized expertise in water services.

Project Manager: Warren Martin (M.Sc., P.Eng.), [REDACTED] of experience

Senior Reviewer: Kevin Alemany (M.A.Sc., P.Eng.), [REDACTED] of experience

Senior Water Resource Engineer: Jennifer Bursey (P.Eng.), [REDACTED] of experience

Lead Water Modeller: Alexandre Mineault-Guitard (M.A.Sc., P.Eng., ing), [REDACTED] of experience

Water Modeller: Melissa Nelson (P.Eng.), [REDACTED] of experience

Schedule & Fees

Based on the scope of work outlined, we estimate our total fees to be **\$99,873.00**, exclusive of applicable taxes. A detailed breakdown of the estimated effort and costs is presented in the **Fee Estimate** attached. Given the preliminary nature of this work, we propose to complete the work on a time and material basis to the upset limit noted above, only time used will be charged.

We are available to begin the assignment as soon as the proposed budget is approved. We estimate completing the potable water hydraulic analysis report within approximately five (5) months of receiving approval to proceed, assuming that all required information is received in a timely manner. We have also provided estimated schedule dates for all of the tasks in the attached fee estimate.

If the project requirements or our estimated level of effort changes as a result of information obtained from NLDTI or another project stakeholder, we will bring these to the attention of NLDTI and request approval before proceeding with changes to the project scope or level of effort.

As requested by the client, the project agreement will be based on the NLDTI Standard Prime Consulting Agreement (PCA) and both parties will review and execute that agreement prior to commencing the work.

Assumptions and Exclusions

Below are a list of assumptions and exclusions that were considered in establishing the level of effort for this study.

- Desktop analysis only. No survey, flow monitoring or hydrant testing have been included in the scope of work. Once Stantec reviews the existing models and background information, we will

Reference: Regional Water Study

advise if any additional field investigations are required and the scope can be discussed at that time.

- It is assumed that the hydraulic model developed as part of the 2017 Paradise WSMP and subsequently updated in 2023/2024 will be provided to Stantec.
- No hydraulic model calibration. It is assumed that the Paradise WSMP hydraulic model would reflect the existing conditions of the Paradise water network. Parameters for added infrastructure to the hydraulic model (Mount Pearl and/or future infrastructure) will be established based on available information and literature/industry standard values.
- It is assumed that NLDTI will either provide Stantec with the anticipated water demands for the new hospital campus or guide Stantec in estimating these demands if they are not readily available.
- It is assumed recent LiDAR for the project area is readily available.

Closure

Thank you for the opportunity to submit this proposal. We trust that the above satisfies NLDTI's project requirements. Please do not hesitate to contact the undersigned should you have any questions or require further information.

Best regards,

Stantec Consulting Ltd.

Warren Martin M.Sc., P.Eng.
Principal, Water
Phone: (709) 738-0122
Mobile: 709-697-2637
warren.martin@stantec.com

Attachment: Fee Estimate



s. 35(1)(d), s. 35(1)(f), s. 35(1)(g)